

# ABINGTON TOWNSHIP

APRIL 12, 2018



## BOARD AGENDA



# TOWNSHIP OF ABINGTON

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## *BOARD OF COMMISSIONERS* *Regular Public Meeting*

### **A G E N D A** **April 12, 2018** **7:30 PM**

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#### **CALL TO ORDER**

**ROLL CALL** MYERS, BRODSKY, ROTHMAN, DiPLACIDO, SANCHEZ, THOMPSON, SCHREIBER, HECKER, SPIEGELMAN, VAHEY, GILLESPIE, ZAPPONE, BOWMAN, KLINE, LUKER

#### **PLEDGE OF ALLEGIANCE**

#### **BOARD PRESIDENT ANNOUNCEMENTS**

##### **a. PRESENTATIONS**

a. Citation presented to Ashley Spearman

##### **b. PUBLIC COMMENT ON AGENDA ITEMS**

##### **c. CONSENT AGENDA**

a. Motion to Approve the Minutes from the Board of Commissioners Meeting of March 8, 2018.

b. **PW-01-041218** Motion to accept the lowest responsible bids and authorize the Township Manager to enter into contracts with the following companies for the purchase of materials as listed on the bid summary Exhibit 1 dated and attached here to.

c. **ACL-03-041218** Motion to authorize the Township Manager and Township Solicitor to develop a revised draft ordinance that amends the appropriate ordinances to regulate noise and reduce the hours of operation for activities that interfere with resident's ability to enjoy the use of their property.

d. **PS-01-041218** Motion to promote Sergeant Kevin Magee to the rank of Probationary Lieutenant effective April 16, 2018 providing he successfully completes the remaining portions of the promotional process.



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- e. **PS-02-041218** Motion to amend the FY2018 Budget to reallocate appropriations from line items:  
525-7517 Body Camera 2016 \$8621.34  
525-7520 Police Vehicle Digital System \$757.29  
525-7523 Body Cameras \$10,000.00  
525-7525 In-Car Video Replacement \$17,812.06  
525-7526 Police Vehicle Digital System \$15,000.00  
525-7527 Body Cameras \$10,000.00  
525-7531 In-Car Video Replacement \$30,000.00  
to Budget Line 07-04-525-7533 for a specific purpose of a multi- year Body Camera purchase in the total amount of \$112,190.69.
- f. **PA-01-041218** Motion to request approval to submit a grant application to the Delaware Valley Regional Planning Commission for a feasibility study for a new sidewalk project at Old Welsh Road in the Willow Grove section of the Township.
- g. **PA-02-041218** Motion to request approval to submit a grant application to the Delaware Valley Regional Planning Commission for the Transportation & Community Development Initiative to create an Easton Road Revitalization Plan.
- h. **PA-03-041218** Motion to advertise Ordinance No. 2154 adopting a certain intermunicipal agreement for the purchase of pool chemicals and supplies among numerous municipalities.
- i. **PA-04-041218** Motion to accept the Watershed Restoration and Protection Program grant from the Department of Community & Economic Development (DCED) in the amount of \$100,000.00 to support the Ardsley Wildlife Sanctuary Project. The grant is for the construction and engineering relating to the expansion of a storm water basin and stream bank stabilization at the Ardsley Wildlife Sanctuary.
- j. **PA-05-041218** Motion to approve the application for a grant for the Ardsley Wildlife Sanctuary Basin Retrofit and Stream Restoration in the amount of \$250,000.00.



# TOWNSHIP OF ABINGTON

## BOARD OF COMMISSIONERS Regular Public Meeting

### A G E N D A April 12, 2018 7:30 PM

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- k. **FC-01-032018** Investments: Motion to approve investments for the month of February as previously circulated to the Board. It was noted that investments for the month totaled \$245,000.00. Interest rate yields were 1.850%.
- l. **FC-03-032018** Training and Conference Expenses: Motion to approve the Advance and Travel Expense activity for February 2018 as previously circulated to the Board. Advance and Travel Expense reports were \$0.00 and \$724.02 respectively. One-month expenses totaled \$4,636.58.
- m. **FC-04-032018** Clearing Fund/Deferred Revenue and Expense/Petty Cash: Motion to approve the Clearing Fund, the Deferred Revenue/Expense activity and Petty Cash balances for the month of February as previously circulated to the Board. Clearing fund receipts and disbursements for the month of February 2018 were \$19,789.01 and (\$13,073.37), respectively. Deferred Revenue/Expense receipts and disbursements for the month of February 2018 were \$0.00 and (\$0.00) respectively.
- n. **FC-05-032018** Resolution No. 18-017 Appointing Delegate and Alternate Delegates for Tax Collection Committee (TCC): Motion to adopt Resolution No. 18-017 to appoint Richard J. Manfredi as second alternate voting delegate for the Tax Collection Committee, effective April 13, 2018, due to the retirement of Michael LeFevre.
- o. **FC-06-041218** Resolution No. 18-018 – Disposition of Certain Human Resources Records: Motion to adopt Resolution No. 18-018 authorizing the disposition of certain Human Resources records as set forth in Exhibit "A".
- d. **UNFINISHED BUSINESS**
- a. ADMINISTRATIVE CODE AND LAND USE COMMITTEE **COMMISSIONER BEN SANCHEZ, CHAIR**
- ACL-01-041218** Motion to approve the Land Development Application  
**(ACL-01-030818)** submitted by ABH Builders, Inc. for the Vacant Property located at 1043 Easton Road, Abington, PA 19001.



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## *BOARD OF COMMISSIONERS* *Regular Public Meeting*

### **A G E N D A** **April 12, 2018** **7:30 PM**

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b. FINANCE COMMITTEE VICE-PRESIDENT STEVEN KLINE, CHAIR

**FC-05-022018** Budget Transfer Authorization – Funding for Library Chillers: Motion to authorize a transfer of \$5,600.00 from 2017 Contingency expense account #01-01-002-5299 for additional months for cooling units during library air conditioner replacement.

#### **5. NEW BUSINESS**

a. ADMINISTRATIVE CODE AND LAND USE COMMITTEE COMMISSIONER BEN SANCHEZ, CHAIR

**ACL-02-041218** Motion to approve the Land Development Application by Abington Friends School.

**ACL-04-041218** Motion to establish a process and assignment of responsibility for reviewing, revising and updating the Township Subdivision and Land Development ordinance.

b. PUBLIC SAFETY COMMITTEE COMMISSIONER LORI SCHREIBER, CHAIR

**PS-03-041218** Motion to adopt Ordinance No. 2153 amending Chapter 156 (Vehicles and Traffic) Article III (Parking Regulations) Section 25 - (Parking Prohibited At All Times; No Parking Between Signs; No Parking Here to Corner: Parking Prohibited Except Certain Hours and Section 28 (Special Parking Zones) that will establish the following: No Parking Here to Corner on the southbound side of Roberts Avenue 30 feet north of the stop sign at Ardsley Avenue, No Parking on the south side of Moreland Road from Melmar Road (West to the end of the shoulder), No Parking Between Signs 5ft. north of the driveway for 781 Jackson Avenue and 2 ft. south of the driveway at 801 Jackson Avenue, Handicapped Parking in front of 1753 Fairview Avenue, Repeal Handicapped Parking in front of 2422 Avondale Avenue.



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## BOARD OF COMMISSIONERS Regular Public Meeting

### A G E N D A April 12, 2018 7:30 PM

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c. PUBLIC AFFAIRS COMMITTEE COMMISSIONER JOHN SPIEGELMAN, CHAIR

**PA-06-041218**

Motion to authorize the proper Township official to contract with Louis F. Biase, Landscape Contractor, for the 2018 service year in an amount not to exceed \$ 100,000 for the Business District Landscape Maintenance Contract. Funds will be drawn from economic development capital accounts reserved for this purpose.

c. FINANCE COMMITTEE VICE-PRESIDENT STEVEN KLINE, CHAIR

Approve the Treasurer's Report: Township Treasurer, Jay W. Blumenthal

**FC-02-032018**

Expenditures/Salaries and Wages: Motion to approve the February expenditures as previously circulated to the Board, in the amount of \$1,316,363.24 and salaries and wages in the amount of \$1,934,566.13, and authorizing the proper officials to sign vouchers in payment of bills and contracts as they mature through the month of May 2018.

(Motion and Roll Call)

**FC-07-033018**

Increase of Commissions for Tax Collector: Motion to adopt Resolution 18-021 designating the Treasurer as tax collector of business taxes and to set compensation and approve the agreement between the Township of Abington and Jay W. Blumenthal.

**PUBLIC COMMENT**

**ADJOURNMENT**



# TOWNSHIP OF ABINGTON

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## BOARD OF COMMISSIONERS *Regular Public Meeting*

**A G E N D A**  
**April 12, 2018**  
**7:30 PM**

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### **BOARD POLICY ON AGENDA ITEMS**

#### **For information Purposes Only**

#### **Board President Announcements**

*This item on the Board of Commissioners Agenda is reserved for the Board President to make announcements that are required under law for public disclosure, such as announcing executive sessions, or for matters of public notice.*

#### **Public Comment**

*Public Comment on Agenda Items is taken at the beginning of regularly scheduled Public Meetings prior to any votes being cast. When recognized by the presiding Officer, the commenter will have three minutes to comment on agenda items at this first public comment period. All other public comment(s) not specific to an agenda item, if any, are to be made near the end of the public meeting prior to adjournment. Public comment on agenda items at regularly scheduled Board of Commissioner Committee meetings will be after a matter has been moved and seconded and upon call of the Chair for public comment.*

#### **Presentations**

*Should the Board of Commissioners have an issue or entity that requires time to present an issue to the Board, that is more than an oral description relating to an agenda item under consideration, The Board may have that matter listed under Presentations. If nothing is listed under presentations, then there is no business to conduct in that manner.*

#### **Consent Agenda**

*Items of business and matters listed under the Consent Agenda are considered to be routine and non-controversial and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired by Board of Commissioner Members, that item is to be identified by the Board member and will be identified and removed from the Consent Agenda, and will be considered separately at the appropriate place on the Agenda.*

#### **Unfinished Business**

*Items for consideration as unfinished business are matters that have been considered for action at a public Board Meeting and have not been tabled to a date certain or voted upon.*

#### **New Business**

*Items for consideration as new business are matters that have been considered for action at the Board Committee Meeting. It is Board practice to not introduce new business at Board Committee Meetings.*



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## *BOARD OF COMMISSIONERS* *Regular Public Meeting*

**A G E N D A**  
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### **BOARD POLICY ON PUBLIC PARTICIPATION**

#### **For information Purposes Only**

The Township shall conduct business in accordance with the Commonwealth of Pennsylvania Laws governing the conduct of public meetings and only establish guidelines that shall govern public participation at meetings consistent with the law.

Each commenter shall:

- Direct their comments to the Presiding Officer;
- Speak from the podium or into a microphone designated by the presiding officer;
- State their name for the record;
- Either orally or in writing provide their address for the record;
- Have a maximum of three minutes to make their comments. Each commenter when speaking to a specific agenda item, is to keep their comments relative to that identified agenda item;
- Speak one time per agenda item;
- When commenting on non-agenda items, the commenter is to keep their comments related to matters of the Township of Abington, Montgomery County, Pennsylvania.
- State a question to the Presiding Officer after all commenters have spoken, and;
- Be seated after speaking or upon the request of the presiding officer;
- Not engage in debate, dialogue or discussion;
- Not disrupt the public meeting, and;
- Exercise restraint and sound judgement in avoiding the use of profane language, and the maligning of others.



# **CONSENT AGENDA**



## PUBLIC WORKS COMMITTEE

### AGENDA ITEM

April 4, 2018

DATE

Public Works

DEPARTMENT

PW-01-041218

AGENDA ITEM NUMBER

#### FISCAL IMPACT

Cost > \$10,000.

Yes



No



#### PUBLIC BID REQUIRED

Cost > \$20,100

Yes



No



#### AGENDA ITEM:

Award for 2017/2018 Montgomery County Consortium Sign Bid

#### EXECUTIVE SUMMARY:

Each year Abington Township coordinates on behalf of the Consortium the bid for Sign Posts, Aluminum Blanks, Reflective Roll Goods Type III, Reflective Sheeting & Sign Faces Finished Signs - Type III Material, Reflective Sheeting & Sign Faces Type III Material, Hot Tape Pavement Markings and Miscellaneous Items.

There were 9 bids sent to various manufacturers and vendors. In response we received 4 complete bids. Bid Recommendations are attached.

This year it is recommended that the bid go to Garden State Highway Products, Chemung Supply Corporation, Ennis Paint Inc. and U.S. Municipal Supply.

#### PREVIOUS BOARD ACTIONS:

This is a yearly bid done by Abington Township for the Consortium of Communities. Bids were properly advertised and were opened at a special meeting held on February 21, 2018 at the Township Building.

#### RECOMMENDED BOARD ACTION:

Motion to accept the lowest responsible bids and authorizing the Township Manager to enter into contracts with the following companies for the purchase of materials as shown:

U S Municipal Supply - Sign Posts Material Portion - Items #8, #10 & #11, #14 & #15.

Garden State Highway Products - Item #9, and Items #18 thru #29.

Chemung Supply Corp. - Items #1 thru #7, Items #12 & #13, and Items #16 & #17.

Garden State Highway Products - Aluminum Blanks Material Portion - Complete.

Garden State Highway Products - Reflective Roll Goods Portion - Complete.

Garden State Highway Products - Reflective Sheeting and Sign Faces - Finished Signs - Type III Material Portion - Complete.

Garden State Highway Products - Reflective Sheeting and Sign Faces - Type III Material Portion - Complete.

Ennis Paint Inc. - Hot Tape Pavement Markings - Complete.

Garden State Highway Products - Miscellaneous Items - Complete.

**Bid Tabulation****Exhibit 1****U S Municipal Supply - Sign Posts Material**

# 8	70 ea	3" X 2 1/4" X 2 1/4" 12 Gauge Galvanized Qwik Punch Face Posts	\$ 9.44
# 10	130 ea	10' X 2" x 2" 14 Gauge Galvanized Qwik Punch Upright Posts (complete) w/holes	\$ 31.14
# 11	150 ea	10' X 2" x 2" 14 Gauge Galvanized Full Punch Upright Posts (complete) w/holes	\$ 31.14
# 14	85 ea	12' X 2" x 2" 14 Gage Galvanized Full Punch Upright Post - (complete) w/holes	\$ 35.13
# 15	150 ea	9' x 2" x 2' 14 Gauge Galvanized Full Punch Upright Post w/holes	\$ 19.28

**Garden State Highway Product - Sign Posts Material**

# 9	150 ea	3" X 2 1/4" X 2 1/4" 12 Gauge Galvanized Full Punch Penetrator Posts	\$ 11.37
# 18	2350 ea	5/16" x 18 - 1 1/2" Hex bolts Full Threaded	\$ 0.17
# 19	3750 ea	5/16" x 18 - 2 1/2" Hex bolts Full Threaded	\$ 0.19
# 20	3400 ea	5/16" x 18 Steel Zinc Nuts	\$ 0.08
# 21	650 ea	5/16" Steel Zinc Lock Washers	\$ 0.08
# 22	10 ea	FSF-1-7572-DG BriteSide Sq. Post	\$ 19.80
# 23	110 ea	FSF-372 BriteSide inserts (Red)	\$ 22.00
# 24	550 ea	I.D. 5/16" x O.D. 1" Nylon Flat Washer 1/8" Thick	\$ 0.26
# 25	500 ea	5/16" X 2 1/2" Vandal Proof Nuts/bolts Aluminum w/Breakaway nuts	\$ 0.64
# 26	200 ea	5/16" X 2 1/2" Vandal Proof Nuts/bolts Aluminum w/Serrated nuts	\$ 0.66
# 27	2100 ea	5/16" Nylock Nut	\$ 0.27
# 28	20 ea	10' Tubular Aluminum Street Posts	\$ 34.06
# 29	20 ea	11' Tubular Aluminum Street Posts	\$ 37.46

**Chemung Supply Corporation - Sign Posts Material**

# 1	110 ea	9' Steel Sign Post 2#/ft. Franklin Post	\$ 11.75
# 2	305 ea	10' Steel Sign Post 2#/ft. Franklin Post	\$ 12.95
# 3	150 ea	11' Steel Sign Post 2#/ft.	\$ 14.25
# 4	150 ea	12' Steel Sign Post 2#/ft.	\$ 15.50
# 5	330 ea	8' Galvanized steel sign post 2#/ft. Lap Splice U-Channel Break-away Systems	\$ 24.50
# 6	330 ea	9' Galvanized steel sign post 2#/ft. Lap Splice U-Channel Break away Systems	\$ 26.50
# 7	130 ea	10' "V" Channel Galvanized Post Complete w/anchor	\$ 28.00
# 12	175 ea	10' X 2" x 2" 14 Gauge Galvanized Qwik Punch Upright Posts (complete) w/holes face w/points	\$ 33.50
# 13	200 ea	10' X 2" x 2" 14 Gauge Galvanized Qwik Punch Upright Posts (complete)	\$ 34.50
# 16	30 ea	9' x 2" x 2' 14 Gauge Galvanized Qwik Punch Upright Post w/holes	\$ 21.50
# 17	100 ea	11' x 2" x 2" 14 Gauge Galvanized Qwik Punch Upright Post Complete w/holes	\$ 22.00

## Bid Tabulation

### Exhibit 1

#### Garden State Highway Products - Aluminum Blanks Material Portion

# 1	20 ea	12" x 6" x .063 Rectangle	\$ 1.82
# 2	100 ea	18" x 6" x .063 Rectangle	\$ 2.09
# 3	880 ea	12"x 18" x .080 Rectangle	\$ 3.96
# 4	80 ea	18" x 24" x .080 Rectangle	\$ 7.33
# 5	10 ea	18" x 36" x .100 Rectangle	\$ 10.98
# 6	40 ea	24" x 8" x .080" Rectangle	\$ 3.42
# 7	255 ea	24" x 12" x .080 Rectangle	\$ 4.88
# 8	880 ea	24" x 30" x .080" Rectangle	\$ 12.21
# 9	65 ea	24" x 48" x .080 Rectangle	\$ 19.54
# 10	25 ea	30" x 12" x .080 Rectangle	\$ 6.11
# 11	35 ea	30" x 15" x .080 Rectangle	\$ 7.63
# 12	55 ea	30" x 36" x .080 Rectangle	\$ 18.31
# 13	245 ea	36" x 12" x .080 Rectangle	\$ 7.33
# 14	2 ea	48" x 30" x .100 Rectangle	\$ 24.42
# 15	260 ea	12" x 12" x .080 Square	\$ 2.43
# 16	75 ea	18" x 18" x .080 Square	\$ 5.49
# 17	75 ea	24" x 24" x .080 Square	\$ 9.77
# 18	180 ea	30" x 30" x .080 Square	\$ 15.27
# 19	160 ea	18" x 18" x .080 Square / Diamond	\$ 5.49
# 20	30 ea	24" x 24" x .080 Diamond	\$ 9.77
# 21	300 ea	30" x 30" x .080 Diamond	\$ 15.27
# 22	24 ea	30" x 30" x .080 Pentagon	\$ 13.63
# 23	730 ea	30" x 30" x .080 Octagon	\$ 14.04
# 24	195 ea	36" x 36" x .080 Square/Diamond	\$ 21.98
# 25	285 ea	30" x 30" x .080 Square/Diamond	\$ 15.27
# 26	22 ea	36" x 36" x .080 Square/Diamond	\$ 21.95
# 27	20 ea	36" x 9" Extruded Aluminum Street Name Blades - no holes	\$ 9.06
# 28	95 ea	24" x 9" x .091" Extruded Aluminum Street Name Blades - no holes	\$ 6.04
# 29	115 ea	30" x 9" x .091" Extruded Aluminum Street Name Blades - no holes	\$ 7.56
# 30	5 ea	36" x 9" x .091 Extruded Aluminum Street Name Blades - No Holes	\$ 9.06
# 31	10 ea	42" x 9" x .091" Extruded Aluminum Street Name Blades - w/holes	\$ 10.58
# 32	700 ea	Corner nut & bolt	\$ 0.58

**Bid Tabulation**

**Exhibit 1**

# 33	100 ea	812 X Cap with vandal proof hardware	\$ 8.30
# 34	155 ea	812 X Cross with hardware	\$ 7.50
# 35	25 ea	812 X Cross with vandal proof hardware	\$ 8.30
# 36	75 ea	#457 x Sign to Sign Universal Cross Separating Brackets	\$ 4.22
# 37	70 ea	#922x sign name caps brackets w/vandal-proof hardware	\$ 3.50
# 38	105 ea	#922x sign name caps brackets-w/standard hardware	\$ 3.21
# 39	135 ea	#990x street name sign cross-brackets - w/standard hardware	\$ 3.21
# 40	80 ea	97 SQ. x Post to Sign Bracket to fit 2" Square Traffic	\$ 3.72
# 41	105 ea	U Channel Post Brackets for Street Name Signs	\$ 3.16
# 42	75 ea	8" X 24" Flat Aluminum Street Name Blank .08" thick w/holes & Radius	\$ 3.43
# 43	150 ea	8" X 30" Flat Aluminum Street Name Blank .08" thick w/holes & Radius	\$ 4.29
# 44	150 ea	8" X 36" Flat Aluminum Street Name Blank .08" thick w/holes & Radius	\$ 5.14
# 45	30 ea	8" X 42" Flat Aluminum Street Name Blank .08" thick w/holes & Radius	\$ 5.99
# 46	30 ea	8" X 48" Flat Aluminum Street Name Blank .08" thick w/holes & Radius	\$ 6.86
# 47	30 ea	8" X 18" Flat Aluminum Street Name Blank .08" thick w/holes & Radius	\$ 2.57
# 48	50 ea	9" x 18" Flat Aluminum Street Name Blank .08" thick w/holes & Radius	\$ 2.89
# 49	70 ea	9" x 24" Flat Aluminum Street Name Blank .08" thick w/holes & Radius	\$ 3.86
# 50	130 ea	9" x 30" Flat Aluminum Street Name Blank .08" thick w/holes & Radius	\$ 4.82
# 51	85 ea	9" x 36" Flat Aluminum Street Name Blank .08" thick w/holes & Radius	\$ 5.79
# 52	25 ea	9" x 42" Flat Aluminum Street Name Blank .08" thick w/holes & Radius	\$ 6.75
# 53	10 ea	9" x 48" Flat Aluminum Street Name Blank .08" thick w/holes & Radius	\$ 7.72
# 54	240 ea	812 F Cap W/Hardware - 12" Brackets	\$ 7.50
# 55	250 ea	812 F Cross for Street Name Signs - 12" Brackets	\$ 7.50
# 56	30 ea	9" x 12" x .080 Rectangle	\$ 2.66
# 57	30 ea	9" x 15" x .080 Rectangle	\$ 3.34

**Garden State Highway Products - Reflective Roll Goods Material**

# 1	1 ea	9" X 50 yds. - Pressure Sensitive/High Intensity Roll Goods - Red, Black-3655-12, Blue and green	\$ 141.15
# 2	5 ea	24"x 50 yds. High Intensive Reflective Sheeting Series 3870-White, Yellow, Red, Green, Blue, Brown or Orange	\$ 356.25
# 3	14 ea	30"x 50 yds. High Intensive Reflective Sheeting Series 3870-White, Yellow, Red, Green, Blue, Brown or Orange	\$ 445.31
# 4	2 ea	24"x 50 yds. High Intensive Reflective Sheeting Series 3930-White, Yellow, Red, Green, Blue, Brown or Orange	\$ 356.25
# 5	8 ea	30"x 50 yds. High Intensive Reflective Sheeting Series 3930-White, Yellow, Red, Green, Blue, Brown or Orange	\$ 445.31
# 6	1 ea	24" x 50 yds. White Reflective Sheeting Engineering Grade	\$ 240.00
# 7	6 ea	36" X 50 yds. - White High Intensity Prism Sheeting (3M #3930)	\$ 534.40

**Bid Tabulation**

**Exhibit 1**

# 8	7 ea	36" X 50 yds. - Black Sheeting - (3M #7725-12)	\$ 415.00
# 9	4 ea	30" x 50 yds. RED EC Film	\$ 403.20
# 10	7 ea	9" x 50 yds. High Intensity White	\$ 133.60
# 11	10 ea	9" x 100 yds. Pre Mask	\$ 37.74
# 12	8 ea	2" x 50 yds. #983-10 DG White Conspicuity Tape	\$ 82.28
# 13	6 ea	2" x 50 yds. #983-71 DG Yellow Conspicuity Tape	\$ 82.28
# 14	10 ea	2" x 50 yds. #983-72 DG Red Conspicuity Tape	\$ 82.28
# 15	6 ea	30" x 50 yds. Electronic Sign Marking Film (black, green, red)	\$ 403.20
# 16	4 ea	36" x 50 yds. RED EC Film (American Traffic Safety Material)	\$ 483.80
# 17	11 ea	30" x 50 yds. RED EC Film (American Traffic Safety Material)	\$ 403.20
# 18	2 ea	6" x 50 Yds. Barricade Tape	\$ 161.04

**Garden State Highway Products - Reflective Sheeting and Sign Faces-Finished Signs**

# 1	191 ea	Complete Penn Dot Sign - Type III (High Intensity material 36" and less)	\$ 5.42
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**Garden State Highway Products - Reflective Sheeting and Sign Faces - Finished Signs**

# 1	20 ea	12"x6" Reflective Sign Face	\$ 1.16
# 2	1065 ea	12"x18" Reflective Sign Face	\$ 4.08
# 3	150 ea	12"x36" Reflective Sign Face	\$ 4.77
# 4	205 ea	18"x18" Reflective Sign Face	\$ 3.57
# 5	300 ea	18"x24" Reflective Sign Face	\$ 4.77
# 6	185 ea	24"x24" Reflective Sign Face	\$ 6.36
# 7	1335 ea	24"x30" Reflective Sign Face	\$ 7.95
# 8	114 ea	24"x48" Reflective Sign Face	\$ 12.72
# 9	25 ea	30"x12" Reflective Sign Face	\$ 3.98
# 10	25 ea	30"x15" Reflective Sign Face	\$ 4.97
# 11	1185 ea	30"x30" Reflective Sign Face	\$ 9.92
# 12	100 ea	30"x36" Reflective Sign Face	\$ 11.92
# 13	175 ea	36"x36" Reflective Sign Face Flint Trading Inc.	\$ 14.31
# 14	50	24" x 12" Reflective Yellow Green Sign Face	\$ 5.99
# 15	210 ea	30"x30" Reflective Yellow Green Sign Face	\$ 18.74
# 16	34 ea	S-4 - 3P 24"x8' Reflective Yellow Green Sign Face	\$ 4.21
# 17	15 ea	36" Reflective Sign Face - Yield	\$ 7.74
# 18	200 ea	12"x12" 3 Color Reflective Sign Face	\$ 2.06

**Bid Tabulation****Exhibit 1**

# 19	50 ea	12"x18" 3 Color Reflective Sign Face	\$ 4.28
# 20	40 ea	24" x 24" 3 Colors Reflective Sign Face	\$ 6.68
# 21	100 ea	18" X 6" All Way Face	\$ 1.56
# 22	80 ea	18"x18" 3 Color Reflective Sign Face	\$ 3.89
# 23	75 ea	18"x24" 3 Colors Reflective Sign Face	\$ 5.19
# 24	555 ea	30"x30" Stop Face (Octagon)	\$ 9.86
# 25	34 ea	30" Pentagon Reflective Sign Face	\$ 9.92
# 26	44 ea	S1-1 - S2-1 (30" x 30") yellow/green	\$ 18.74
# 27	26 ea	Packs of 6" Yellow Adhesive Letters (25 to a pack)	\$ 26.80
# 28	70 ea	9" x 12" Educational Push Button Signs	\$ 1.86
# 29	60 ea	9" x 15" Educational Push Button Signs with count down	\$ 2.21

**Flint Trading Inc. - Hot Tape Pavement Markings**

# 1	90 LF	6" X 3' White PreMark / 125 mil / 60 lf per pkg.	\$ 1.91
# 2	220 LF	24" X 3' White PreMark / 125 mil / 15 lf per pkg.	\$ 7.64
# 3	10 LF	4" X 3' Yellow PreMark / 125 mil / 90 lf per pkg.	\$ 1.37
# 4	10 LF	4" X 3' Blue PreMark / 125 mil / 90 lf per pkg.	\$ 1.37
# 5	10 ea	Elongated White PreMark Straight Arrow / 125 mil / 2 per pkg.	\$ 104.46
# 6	14 ea	Elongated White PreMark Turn Arrow Left / 125 mil / 2 per pkg.	\$ 120.32
# 7	14 ea	Elongated White PreMark Turn Arrow Right / 125 mil / 2 per pkg.	\$ 120.32
# 8	6 ea	Elongated White PreMark Straight - Left Arrow / 125 mil / 1 per pkg.	\$ 211.12
# 9	1 ea	8' Individual PreMark SCHOOL / 125 mil / 1 per pkg.	\$ 267.41
# 10	10 ea	8' Individual PreMark ONLY / 125 mil / 1 per pkg.	\$ 171.80
# 11	5 ea	8' Individual PreMark SLOW / 125 mil / 1 per pkg.	\$ 170.37
# 12	5 ea	8' Individual PreMark STOP / 125 mil / 1 per pkg.	\$ 170.37
# 13	6 ea	"R x R" Kit FHWA	\$ 328.90
# 14	9 boxes	24" x 36" Yield Line (Shark's teeth)	\$ 147.50
# 15	14 ea	48" x 48" Handicap Kit	\$ 113.88

**Bid Tabulation****Exhibit 1****Garden State Highway Products - Miscellaneous Material**

# 1	793 ea	28" Fluorescent Orange Traffic Cones w/Night Stripe	\$ 14.21
# 2	480 ea	28" Day Glow Traffic Cones 10 lb Weighted Base Complete w/ Upper & Lower Collars	\$ 15.56
# 3	497 ea	White Delineation Posts with 18" Anchor SH248 GP3 or Equivalent	\$ 22.64
# 4	573 ea	Plastic "A" Frame Barricade Legs	\$ 15.23
# 5	15 ea	Plastic Barricades / Legs - Standard Size	\$ 15.23
# 6	249 ea	8' Panels for "A" Frame Barricade Legs	\$ 46.83
# 7	87 ea	Type 1 "A" Frame Barricades with Lights	\$ 89.10
# 8	167 ea	36" X 36" Work Area Ahead Roll up sign	\$ 64.25
# 9	67 ea	36" x 36" Road Closed Roll up sign	\$ 64.25
# 10	69 ea	36" x 36" Right Lane Closed Roll up sign	\$ 64.25
# 11	94 ea	36" x 36" Left Lane Closed Roll up sign	\$ 64.25
# 12	65 ea	36" x 36" Road Closed Ahead Roll up sign	\$ 64.25
# 13	55 ea	Work Area Ahead Roll up sign	\$ 64.25
# 14	66 ea	Stand for roll up sign	\$ 97.40
# 15	60 ea	PEXCO - 36" yellow flexi-guide post, w/2 yellow sheeted collars	\$ 11.52
# 16	60 ea	PEXCO - FG 300 heavy duty black base w/2 pins	\$ 7.98
# 17	20 ea	Tube E-6100 epoxy/gray	\$ 7.50
# 18	20 ea	Tube E-6100 epoxy/gray	\$ 7.50



Montgomery County Consortium  
Sign Bid  
Bid Tab  
2018/2019

Item #	Approximate Quantity	Unit	Sign Posts		US Municipal	Garden Supply	Chemung
			Schedule of Prices - Material	Description			
1	110	ea		9' Steel Sign Post 2#/ft. Franklin Post			11.75
2	305	ea		10' Steel Sign Post 2#/ft. Franklin Post			12.95
3	150	ea		11' Steel Sign Post 2#/ft.			14.25
4	150	ea		12' Steel Sign Post 2#/ft.			15.50
5	330	ea		8' Galvanized steel sign post 2#/ft. Lap Splice U-Channel Break-away Systems			24.50
6	330	ea		9' Galvanized steel sign post 2#/ft. Lap Splice U-Channel Break away Systems			26.50
7	130	ea		10' "V" Channel Galvanized Post Complete w/anchor			28.00
8	70	ea		3" X 2 1/4" X 2 1/4" 12 Gauge Galvanized Qwik Punch Face Posts	9.44		
9	150	ea		3" X 2 1/4" X 2 1/4" 12 Gauge Galvanized Full Punch Penetrator Posts		11.37	
10	130	ea		10' X 2" x 2" 14 Gauge Galvanized Qwik Punch Upright Posts (complete) w/holes	31.14		
11	150	ea		10' X 2" x 2" 14 Gauge Galvanized Full Punch Upright Posts (complete) w/holes	31.14		
12	175	ea		10' X 2" x 2" 14 Gauge Galvanized Qwik Punch Upright Posts (complete) w/holes face w/points			33.50
13	200	ea		10' X 2" x 2" 14 Gauge Galvanized Qwik Punch Upright Posts (complete)			34.50
14	85	ea		12' X 2" x 2" 14 Gage Galvanized Full Punch Upright Post - (complete) w/holes	35.13		
15	150	ea		9' x 2" x 2' 14 Gauge Galvanized Full Punch Upright Post W/holes	19.28		
16	30	ea		9' x 2" x 2' 14 Gauge Galvanized Qwik Punch Upright Post W/holes			21.50
17	100	ea		11' x 2" x 2" 14 Gauge Galvanized Qwik Punch Upright Post Complete w/holes			22.00
18	2350	ea		5/16" x 18 - 1 1/2" Hex bolts Full Threaded		0.17	
19	3750	ea		5/16" x 18 - 2 1/2" Hex bolts Full Threaded		0.19	
20	3400	ea		5/16" x 18 Steel Zinc Nuts		0.08	
21	650	ea		5/16" Steel Zinc Lock Washers		0.08	
22	10	ea		FSF-1-7572-DG BriteSide Sq. Post		19.80	
23	110	ea		FSF-372 BriteSide inserts (Red)		22.00	
24	550	ea		I.D. 5/16" x O.D. 1" Nylon Flat Washer 1/8" Thick		0.26	
25	500	ea		5/16" X 2 1/2" Vandal Proof Nuts/bolts Aluminum w/Breakaway nuts		0.64	
26	200	ea		5/16" X 2 1/2" Vandal Proof Nuts/bolts Aluminum w/Serrated nuts		0.66	
27	2100	ea		5/16" Nylock Nut		0.27	
28	20	ea		10' Tubular Aluminum Street Posts		34.06	
29	20	ea		11' Tubular Aluminum Street Posts		37.46	

Aluminum Blanks

Item #	Approximate Quantity	Unit	Schedule of Prices - Material Description	Garden Supply
1	20	ea	12" x 6" x .063 Rectangle	1.82
2	100	ea	18" x 6" x .063 Rectangle	2.09
3	880	ea	12"x 18" x .080 Rectangle	3.96
4	80	ea	18" x 24" x .080 Rectangle	7.33
5	10	ea	18" x 36" x .100 Rectangle	10.98
6	40	ea	24" x 8" x .080" Rectangle	3.42
7	255	ea	24" x 12" x .080 Rectangle	4.88
8	880	ea	24" x 30" x .080" Rectangle	12.21
9	65	ea	24" x 48" x .080 Rectangle	19.54
10	25	ea	30" x 12" x .080 Rectangle	6.11
11	35	ea	30" x 15" x .080 Rectangle	7.63
12	55	ea	30" x 36" x .080 Rectangle	18.31
13	245	ea	36" x 12" x .080 Rectangle	7.33
14	2	ea	48" x 30" x .100 Rectangle	24.42
15	260	ea	12" x 12" x .080 Square	2.43
16	75	ea	18" x 18" x .080 Square	5.49
17	75	ea	24" x 24" x .080 Square	9.77
18	180	ea	30" x 30" x .080 Square	15.27
19	160	ea	18" x 18" x .080 Square / Diamond	5.49
20	30	ea	24" x 24" x .080 Diamond	9.77
21	300	ea	30" x 30" x .080 Diamond	15.27
22	24	ea	30" x 30" x .080 Pentagon	13.63
23	730	ea	30" x 30" x .080 Octagon	14.04
24	195	ea	36" x 36" x .080 Square/Diamond	21.98

Aluminum Blanks

Item #	Approximate Quantity	Unit	Schedule of Prices - Material Description	Garden Supply
25	285	ea	30" x 30" x .080 Square/Diamond	15.27
26	22	ea	36" x 36" x .080 Square/Diamond	21.95
27	20	ea	36" x 9" Extruded Aluminum Street Name Blades - no holes	9.06
28	95	ea	24" x 9" x .091" Extruded Aluminum Street Name Blades - no holes	6.04
29	115	ea	30" x 9" x .091" Extruded Aluminum Street Name Blades - no holes	7.56
30	5	ea	36" x 9" x .091 Extruded Aluminum Street Name Blades - No Holes	9.06
31	10	ea	42" x 9" x .091" Extruded Aluminum Street Name Blades - w/holes	10.58
32	700	ea	Corner nut & bolt	0.58
33	100	ea	812 X Cap with vandal proof hardware	8.30
34	155	ea	812 X Cross with hardware	7.50
35	25	ea	812 X Cross with vandal proof hardware	8.30
36	75	ea	#457 x Sign to Sign Universal Cross Separating Brackets	4.22
37	70	ea	#922x sign name caps brackets w/vandal-proof hardware	3.50
38	105	ea	#922x sign name caps brackets-w/standard hardware	3.21

Aluminum Blanks

Item #	Approximate Quantity	Unit	Schedule of Prices - Material Description	Garden Supply
39	135	ea	#990x street name sign cross-brackets - w/standard hardware	3.21
40	80	ea	97 SQ. x Post to Sign Bracket to fit 2" Square Traffic	3.72
41	105	ea	U Channel Post Brackets for Street Name Signs	3.16
42	75	ea	8" X 24" Flat Aluminum Street Name Blank .08" thick w/holes & Radius	3.43
43	150	ea	8" X 30" Flat Aluminum Street Name Blank .08" thick w/holes & Radius	4.29
44	150	ea	8" X 36" Flat Aluminum Street Name Blank .08" thick w/holes & Radius	5.14
45	30	ea	8" X 42" Flat Aluminum Street Name Blank .08" thick w/holes & Radius	5.99
46	30	ea	8" X 48" Flat Aluminum Street Name Blank .08" thick w/holes & Radius	6.86
47	30	ea	8" X 18" Flat Aluminum Street Name Blank .08" thick w/holes & Radius	2.57
48	50	ea	9" x 18" Flat Aluminum Street Name Blank .08" thick w/holes & Radius	2.89
49	70	ea	9" x 24" Flat Aluminum Street Name Blank .08" thick w/holes & Radius	3.86
50	130	ea	9" x 30" Flat Aluminum Street Name Blank .08" thick w/holes & Radius	4.82
51	85	ea	9" x 36" Flat Aluminum Street Name Blank .08" thick w/holes & Radius	5.79
52	25	ea	9" x 42" Flat Aluminum Street Name Blank .08" thick w/holes & Radius	6.75
53	10	ea	9" x 48" Flat Aluminum Street Name Blank .08" thick w/holes & Radius	7.72
54	240	ea	812 F Cap W/Hardware - 12" Brackets	7.50
55	250	ea	812 F Cross for Street Name Signs - 12" Brackets	7.50
56	30	ea	9" x 12" x .080 Rectangle	2.66
57	30	ea	9" x 15" x .080 Rectangle	3.34

**Reflective Roll Goods  
Schedule Of Prices  
Description  
Type III**

Item #	Approximate Quantity	Unit	Description Type III	Garden Supply
1	1	ea	9" X 50 yds. - Pressure Sensitive/High Intensity Roll Goods - Red, Black-3655-12, Blue and green	141.15
2	5	ea	24"x 50 yds. High Intensive Reflective Sheeting Series 3870-White, Yellow, Red, Green, Blue, Brown or Orange	356.25
3	14	ea	30"x 50 yds. High Intensive Reflective Sheeting Series 3870-White, Yellow, Red, Green, Blue, Brown or Orange	445.31
4	2	ea	24"x 50 yds. High Intensive Reflective Sheeting Series 3930-White, Yellow, Red, Green, Blue, Brown or Orange	356.25
5	8	ea	30"x 50 yds. High Intensive Reflective Sheeting Series 3930-White, Yellow, Red, Green, Blue, Brown or Orange	445.31
6	1	ea	24" x 50 yds. White Reflective Sheeting Engineering Grade	240.00
7	6	ea	36" X 50 yds. - White High Intensity Prism Sheeting (3M #3930)	534.40
8	7	ea	36" X 50 yds. - Black Sheeting - (3M #7725-12)	415.00
9	4	ea	30" x 50 yds. RED EC Film	403.20
10	7	ea	9" x 50 yds. High Intensity White	133.60
11	10	ea	9" x 100 yds. Pre Mask	37.74
12	8	ea	2" x 50 yds. #983-10 DG White Conspicuity Tape	82.28
13	6	ea	2" x 50 yds. #983-71 DG Yellow Conspicuity Tape	82.28
14	10	ea	2" x 50 yds. #983-72 DG Red Conspicuity Tape	82.28
15	6	ea	30" x 50 yds. Electronic Sign Marking Film (black, green, red)	403.20
16	4	ea	36" x 50 yds. RED EC Film (American Traffic Safety Material)	483.80
17	11	ea	30" x 50 yds. RED EC Film (American Traffic Safety Material)	403.20
18	2	ea	6" x 50 Yds. Barricade Tape	161.04

Item #	Approximate Quantity	Unit	Reflective Sheeting and Sign Faces Schedule Of Prices Finished Signs - Type III Material Description	Garden Supply
1	191	ea	Complete Penn Dot Sign - Type III (High Intensity material 36" and less)	5.42

**Reflective Sheeting and Sign Faces**

<b>Item #</b>	<b>Approximate Quantity</b>	<b>Unit</b>	<b>Schedule Of Prices Type III Material Description</b>	<b>Garden Supply</b>
1	20	ea	12"x6" Reflective Sign Face	1.16
2	1065	ea	12"x18" Reflective Sign Face	4.08
3	150	ea	12"x36" Reflective Sign Face	4.77
4	205	ea	18"x18" Reflective Sign Face	3.57
5	300	ea	18"x24" Reflective Sign Face	4.77
6	185	ea	24"x24" Reflective Sign Face	6.36
7	1335	ea	24"x30" Reflective Sign Face	7.95
8	114	ea	24"x48" Reflective Sign Face	12.72
9	25	ea	30"x12" Reflective Sign Face	3.98
10	25	ea	30"x15" Reflective Sign Face	4.97
11	1185	ea	30"x30" Reflective Sign Face	9.92
12	100	ea	30"x36" Reflective Sign Face	11.92
13	175	ea	36"x36" Reflective Sign Face	14.31
14	50		24" x 12" Reflective Yellow Green Sign Face	5.99
15	210	ea	30"x30" Reflective Yellow Green Sign Face	18.74
16	34	ea	S-4 - 3P 24"x8' Reflective Yellow Green Sign Face	4.21



**Reflective Sheeting and Sign Faces  
Schedule Of Prices  
Type III Material**

Item #	Approximate Quantity	Unit	Description	
17	15	ea	36" Reflective Sign Face - Yield	7.74
18	200	ea	12"x12" 3 Color Reflective Sign Face	2.06
19	50	ea	12"x18" 3 Color Reflective Sign Face	4.28
20	40	ea	24" x 24" 3 Colors Reflective Sign Face	6.68
21	100	ea	18" X 6" All Way Face	1.56
22	80	ea	18"x18" 3 color Reflective Sign Face	3.89
23	75	ea	18"x24" 3 colors Reflective Sign Face	5.19
24	555	ea	30"x30" Stop Face (Octagon)	9.86
25	34	ea	30" Pentagon Reflective Sign Face	9.92
26	44	ea	S1-1 - S2-1 (30" x 30") yellow/green	18.74
27	26	ea	Packs of 6" Yellow Adhesive Letters (25 to a pack)	26.80
28	70	ea	9" x 12" Educational Push Button Signs	1.86
29	60	ea	9" x 15" Educational Push Button Signs with count down	2.21

Item #	Approximate Quantity Per Linear foot	Unit	Hot Tape Pavement Markings Schedule Of Prices		Unit Price Linear Ft/piece	Flint Unit Price per pack	Total
			Description				
1	90	LF	6" X 3' White PreMark / 125 mil / 60 lf per pkg.		1.91		171.90
2	220	LF	24" X 3' White PreMark / 125 mil / 15 lf per pkg.		7.64		1,680.80
3	10	LF	4" X 3' Yellow PreMark / 125 mil / 90 lf per pkg.		1.37		13.70
4	10	LF	4" X 3' Blue PreMark / 125 mil / 90 lf per pkg.		1.37		13.70
5	10	ea	Elongated White PreMark Straight Arrow / 125 mil / 2 per pkg.		104.46	208.92	289.20
6	14	ea	Elongated White PreMark Turn Arrow Left / 125 mil / 2 per pkg.		120.32	240.64	2,406.40
7	14	ea	Elongated White PreMark Turn Arrow Right / 125 mil / 2 per pkg.		120.32	240.64	2,406.40
8	6	ea	Elongated White PreMark Straight - Left Arrow / 125 mil / 1 per pkg.		211.12		1,266.72
9	1	ea	8' Individual PreMark SCHOOL / 125 mil / 1 per pkg.		267.41		267.41
10	10	ea	8' Individual PreMark ONLY / 125 mil / 1 per pkg.		171.80		171.00
11	5	ea	8' Individual PreMark SLOW / 125 mil / 1 per pkg.		170.37		851.85
12	5	ea	8' Individual PreMark STOP / 125 mil / 1 per pkg.		170.37		851.85
13	6	ea	"R x R" Kit FHWA		328.90		1,973.40
14	9	boxes	24" x 36" Yield Line (Shark's teeth)		147.50		1,327.50
15	14	ea	48" x 48" Handicap Kit		113.88		1,594.32

**ALL PREFORMED THERMOPLASTIC PAVEMENT MARKINGS MUST  
BE APPROVED FOR USE BY PENNSYLVANIA DEPARTMENT OF TRANSPORTATION**

Item #	Approximate Quantity	Unit	Miscellaneous Items Description	Garden Supply
1	793	ea	28" Fluorescent Orange Traffic Cones w/Night Stripe	14.21
2	480	ea	28" Day Glow Traffic Cones 10 lb Weighted Base Complete w/ Upper & Lower Collars	15.56
3	497	ea	White Delineation Posts with 18" Anchor SH248 GP3 or Equivalent	22.64
4	573	ea	Plastic "A" Frame Barricade Legs	15.23
5	15	ea	Plastic Barricades / Legs - Standard Size	15.23
6	249	ea	8' Panels for "A" Frame Barricade Legs	46.83
7	87	ea	Type 1 "A" Frame Barricades with Lights	89.10
8	167	ea	36" X 36" Work Area Ahead Roll up sign	64.25
9	67	ea	36" x 36" Road Closed Roll up sign	64.25
10	69	ea	36" x 36" Right Lane Closed Roll up sign	64.25
11	94	ea	36" x 36" Left Lane Closed Roll up sign	64.25
12	65	ea	36" x 36" Road Closed Ahead Roll up sign	64.25
13	55	ea	Work Area Ahead Roll up sign	64.25
14	66	ea	Stand for roll up sign	97.40
15	60	ea	PEXCO - 36" yellow flexi-guide post, w/2 yellow sheeted collars	11.52
16	60	ea	PEXCO - FG 300 heavy duty black base w/2 pins	7.98
17	20	ea	Tube E-6100 epoxy/gray	7.50
18	20	ea	Tube E-6100 epoxy/gray	7.50

Montgomery County Consortium  
Sign Bid Recommendations  
2018/2019

Item #	Approximate Quantity	Unit	Sign Posts		US Municipal	Garden Supply	Chemung	Flint
			Schedule of Prices - Material	Description				
1	110	ea		9' Steel Sign Post 2#/ft. Franklin Post		13.24	11.75	
2	305	ea		10' Steel Sign Post 2#/ft. Franklin Post		14.71	12.95	
3	150	ea		11' Steel Sign Post 2#/ft.		16.18	14.25	
4	150	ea		12' Steel Sign Post 2#/ft.		17.66	15.50	
5	330	ea		8' Galvanized steel sign post 2#/ft. Lap Splice U-Channel Break-away Systems		26.43	24.50	
6	330	ea		9' Galvanized steel sign post 2#/ft. Lap Splice U-Channel Break away Systems		28.32	26.50	
7	130	ea		10' "V" Channel Galvanized Post Complete w/anchor		29.86	28.00	
8	70	ea	9.44	3" X 2 1/4" X 2 1/4" 12 Gauge Galvanized Qwik Punch Face Posts		11.37	9.50	
9	150	ea	n/b	3" X 2 1/4" X 2 1/4" 12 Gauge Galvanized Full Punch Penetrator Posts		11.37	30.95	
10	130	ea	31.14	10' X 2" x 2" 14 Gauge Galvanized Qwik Punch Upright Posts (complete) w/holes		42.69	32.25	
11	150	ea	31.14	10' X 2" x 2" 14 Gauge Galvanized Full Punch Upright Posts (complete) w/holes		33.74	32.50	
12	175	ea	37.23	10' X 2" x 2" 14 Gauge Galvanized Qwik Punch Upright Posts (complete) w/holes face w/points		42.69	33.50	
13	200	ea	39.34	10' X 2" x 2" 14 Gauge Galvanized Qwik Punch Upright Posts (complete)		42.69	34.50	
14	85	ea	35.13	12' X 2" x 2" 14 Gage Galvanized Full Punch Upright Post - (complete) w/holes		36.61	35.50	
15	150	ea	19.28	9' x 2" x 2' 14 Gauge Galvanized Full Punch Upright Post W/holes		30.02	21.00	
16	30	ea	n/b	9' x 2" x 2' 14 Gauge Galvanized Qwik Punch Upright Post W/holes		40.61	21.50	
17	100	ea		11' x 2" x 2" 14 Gauge Galvanized Qwik Punch Upright Post Complete w/holes		45.92	22.00	
18	2350	ea		5/16" x 18 - 1 1/2" Hex bolts Full Threaded		0.17	n/b	
19	3750	ea		5/16" x 18 - 2 1/2" Hex bolts Full Threaded		0.19	n/b	
20	3400	ea		5/16" x 18 Steel Zinc Nuts		0.08	n/b	
21	650	ea		5/16" Steel Zinc Lock Washers		0.08	n/b	
22	10	ea		FSF-1-7572-DG BriteSide Sq. Post		19.80	n/b	
23	110	ea		FSF-372 BriteSide inserts (Red)		22.00	n/b	
24	550	ea		I.D. 5/16" x O.D. 1" Nylon Flat Washer 1/8" Thick		0.26	n/b	
25	500	ea		5/16" X 2 1/2" Vandal Proof Nuts/bolts Aluminum w/Breakaway nuts		0.64	n/b	
26	200	ea		5/16" X 2 1/2" Vandal Proof Nuts/bolts Aluminum w/Serrated nuts		0.66	n/b	
27	2100	ea		5/16" Nylock Nut		0.27	n/b	
28	20	ea		10' Tubular Aluminum Street Posts		34.06	35.00	
29	20	ea		11' Tubular Aluminum Street Posts		37.46	38.00	

**Aluminum Blanks**

**Schedule of Prices - Material  
Description**

<b>Item #</b>	<b>Approximate Quantity</b>	<b>Unit</b>	<b>Description</b>	<b>US Municipal</b>	<b>Garden Supply</b>	<b>Chemung</b>	<b>Flint</b>
1	20	ea	12" x 6" x .063 Rectangle	n/b	1.82	n/b	n/b
2	100	ea	18" x 6" x .063 Rectangle		2.09		
3	880	ea	12"x 18" x .080 Rectangle		3.96		
4	80	ea	18" x 24" x .080 Rectangle		7.33		
5	10	ea	18" x 36" x .100 Rectangle		10.98		
6	40	ea	24" x 8" x .080" Rectangle		3.42		
7	255	ea	24" x 12" x .080 Rectangle		4.88		
8	880	ea	24" x 30" x .080" Rectangle		12.21		
9	65	ea	24" x 48" x .080 Rectangle		19.54		
10	25	ea	30" x 12" x .080 Rectangle		6.11		
11	35	ea	30" x 15" x .080 Rectangle		7.63		
12	55	ea	30" x 36" x .080 Rectangle		18.31		
13	245	ea	36" x 12" x .080 Rectangle		7.33		
14	2	ea	48" x 30" x .100 Rectangle		24.42		
15	260	ea	12" x 12" x .080 Square		2.43		
16	75	ea	18" x 18" x .080 Square		5.49		
17	75	ea	24" x 24" x .080 Square		9.77		
18	180	ea	30" x 30" x .080 Square		15.27		
19	160	ea	18" x 18" x .080 Square / Diamond		5.49		
20	30	ea	24" x 24" x .080 Diamond		9.77		
21	300	ea	30" x 30" x .080 Diamond		15.27		
22	24	ea	30" x 30" x .080 Pentagon		13.63		
23	730	ea	30" x 30" x .080 Octagon		14.04		
24	195	ea	36" x 36" x .080 Square/Diamond		21.98		

**Aluminum Blanks**

Schedule of Prices - Material  
Description

Item #	Approximate Quantity	Unit	Description	US Municipal	Garden Supply	Chemung	Flint
25	285	ea	30" x 30" x .080 Square/Diamond	n/b	15.27	n/b	n/b
26	22	ea	36" x 36" x .080 Square/Diamond		21.95		
27	20	ea	36" x 9" Extruded Aluminum Street Name Blades - no holes		9.06		
28	95	ea	24" x 9" x .091" Extruded Aluminum Street Name Blades - no holes		6.04		
29	115	ea	30" x 9" x .091" Extruded Aluminum Street Name Blades - no holes		7.56		
30	5	ea	36" x 9" x .091 Extruded Aluminum Street Name Blades - No Holes		9.06		
31	10	ea	42" x 9" x .091" Extruded Aluminum Street Name Blades - w/holes	↓	10.58		
32	700	ea	Corner nut & bolt	0.45	0.58		
33	100	ea	812 X Cap with vandal proof hardware	n/b	8.30		
34	155	ea	812 X Cross with hardware		7.50		
35	25	ea	812 X Cross with vandal proof hardware		8.30		
36	75	ea	#457 x Sign to Sign Universal Cross Separating Brackets		4.22		
37	70	ea	#922x sign name caps brackets w/vandal-proof hardware		3.50		
38	105	ea	#922x sign name caps brackets-w/standard hardware	↓	3.21	↓	↓

**Aluminum Blanks**

Item #	Approximate Quantity	Unit	Schedule of Prices - Material Description	US Municipal	Garden Supply	Chemung	Flint
39	135	ea	#990x street name sign cross-brackets - w/standard hardware	n/b	3.21	n/b	n/b
40	80	ea	97 SQ. x Post to Sign Bracket to fit 2" Square Traffic		3.72		
41	105	ea	U Channel Post Brackets for Street Name Signs		3.16		
42	75	ea	8" X 24" Flat Aluminum Street Name Blank .08" thick w/holes & Radius		3.43		
43	150	ea	8" X 30" Flat Aluminum Street Name Blank .08" thick w/holes & Radius		4.29		
44	150	ea	8" X 36" Flat Aluminum Street Name Blank .08" thick w/holes & Radius		5.14		
45	30	ea	8" X 42" Flat Aluminum Street Name Blank .08" thick w/holes & Radius		5.99		
46	30	ea	8" X 48" Flat Aluminum Street Name Blank .08" thick w/holes & Radius		6.86		
47	30	ea	8" X 18" Flat Aluminum Street Name Blank .08" thick w/holes & Radius		2.57		
48	50	ea	9" x 18" Flat Aluminum Street Name Blank .08" thick w/holes & Radius		2.89		
49	70	ea	9" x 24" Flat Aluminum Street Name Blank .08" thick w/holes & Radius		3.86		
50	130	ea	9" x 30" Flat Aluminum Street Name Blank .08" thick w/holes & Radius		4.82		
51	85	ea	9" x 36" Flat Aluminum Street Name Blank .08" thick w/holes & Radius		5.79		
52	25	ea	9" x 42" Flat Aluminum Street Name Blank .08" thick w/holes & Radius		6.75		
53	10	ea	9" x 48" Flat Aluminum Street Name Blank .08" thick w/holes & Radius		7.72		
54	240	ea	812 F Cap W/Hardware - 12" Brackets		7.50		
55	250	ea	812 F Cross for Street Name Signs - 12" Brackets		7.50		
56	30	ea	9" x 12" x .080 Rectangle		2.66		
57	30	ea	9" x 15" x .080 Rectangle	↓	3.34	↓	↓



Reflective Roll Goods  
Schedule Of Prices  
Description  
Type III

Item #	Approximate Quantity	Unit	Description	US Municipal	Garden Supply	Chemung	Flint
1	1	ea	9" X 50 yds. - Pressure Sensitive/High Intensity Roll Goods - Red, Black-3655-12, Blue and green	n/b	141.15	n/b	n/b
2	5	ea	24"x 50 yds. High Intensive Reflective Sheeting Series 3870-White, Yellow, Red, Green, Blue, Brown or Orange		356.25		
3	14	ea	30"x 50 yds. High Intensive Reflective Sheeting Series 3870-White, Yellow, Red, Green, Blue, Brown or Orange		445.31		
4	2	ea	24"x 50 yds. High Intensive Reflective Sheeting Series 3930-White, Yellow, Red, Green, Blue, Brown or Orange		356.25		
5	8	ea	30"x 50 yds. High Intensive Reflective Sheeting Series 3930-White, Yellow, Red, Green, Blue, Brown or Orange		445.31		
6	1	ea	24" x 50 yds. White Reflective Sheeting Engineering Grade		240.00		
7	6	ea	36" X 50 yds. - White High Intensity Prism Sheeting (3M #3930)		534.40		
8	7	ea	36" X 50 yds. - Black Sheeting - (3M #7725-12)		415.00		
9	4	ea	30" x 50 yds. RED EC Film		403.20		
10	7	ea	9" x 50 yds. High Intensity White		133.60		
11	10	ea	9" x 100 yds. Pre Mask		37.74		
12	8	ea	2" x 50 yds. #983-10 DG White Conspicuity Tape		82.28		
13	6	ea	2" x 50 yds. #983-71 DG Yellow Conspicuity Tape		82.28		
14	10	ea	2" x 50 yds. #983-72 DG Red Conspicuity Tape		82.28		
15	6	ea	30" x 50 yds. Electronic Sign Marking Film (black, green, red)		403.20		
16	4	ea	36" x 50 yds. RED EC Film (American Traffic Safety Material)		483.80		
17	11	ea	30" x 50 yds. RED EC Film (American Traffic Safety Material)		403.20		
18	2	ea	6" x 50 Yds. Barricade Tape		161.04		

**Reflective Sheeting and Sign Faces  
Schedule Of Prices  
Finished Signs - Type III Material  
Description**

US  
Municipal      Garden  
Supply      Chemung      Flint

Item #	Approximate Quantity	Unit	Description	US Municipal	Garden Supply	Chemung	Flint
1	191	ea	Complete Penn Dot Sign - Type III (High Intensity material 36" and less)	n/b	5.42	n/b	n/b

**Reflective Sheeting and Sign Faces**

Item #	Approximate Quantity	Unit	Schedule Of Prices Type III Material Description	US Municipal	Garden Supply	Chemung	Flint
1	20	ea	12"x6" Reflective Sign Face	n/b	1.16	n/b	n/b
2	1065	ea	12"x18" Reflective Sign Face		4.08		
3	150	ea	12"x36" Reflective Sign Face		4.77		
4	205	ea	18"x18" Reflective Sign Face		3.57		
5	300	ea	18"x24" Reflective Sign Face		4.77		
6	185	ea	24"x24" Reflective Sign Face		6.36		
7	1335	ea	24"x30" Reflective Sign Face		7.95		
8	114	ea	24"x48" Reflective Sign Face		12.72		
9	25	ea	30"x12" Reflective Sign Face		3.98		
10	25	ea	30"x15" Reflective Sign Face		4.97		
11	1185	ea	30"x30" Reflective Sign Face		9.92		
12	100	ea	30"x36" Reflective Sign Face		11.92		
13	175	ea	36"x36" Reflective Sign Face		14.31		
14	50		24" x 12" Reflective Yellow Green Sign Face		5.99		
15	210	ea	30"x30" Reflective Yellow Green Sign Face		18.74		
16	34	ea	S-4 - 3P 24"x8' Reflective Yellow Green Sign Face	↓	4.21	↓	↓

**Reflective Sheeting and Sign Faces  
Schedule Of Prices  
Type III Material**

**Item #      Approximate Quantity    Unit**

**Description**

Item #	Approximate Quantity	Unit	Description				
17	15	ea	36" Reflective Sign Face - Yield	n/b	7.74	n/b	n/b
18	200	ea	12"x12" 3 Color Reflective Sign Face		2.06		
19	50	ea	12"x18" 3 Color Reflective Sign Face		4.28		
20	40	ea	24" x 24" 3 Colors Reflective Sign Face		6.68		
21	100	ea	18" X 6" All Way Face		1.56		
22	80	ea	18"x18" 3 color Reflective Sign Face		3.89		
23	75	ea	18"x24" 3 colors Reflective Sign Face		5.19		
24	555	ea	30"x30" Stop Face (Octagon)		9.86		
25	34	ea	30" Pentagon Reflective Sign Face		9.92		
26	44	ea	S1-1 - S2-1 (30" x 30") yellow/green		18.74		
27	26	ea	Packs of 6" Yellow Adhesive Letters (25 to a pack)		26.80		
28	70	ea	9" x 12" Educational Push Button Signs		1.86		
29	60	ea	9" x 15" Educational Push Button Signs with count down	↓	2.21	↓	↓

Item #	Approximate Quantity Per Linear foot	Unit	Hot Tape Pavement Markings Schedule Of Prices Description				Garden State		
				Unit Price Linear Ft/piece	Flint Unit Price per pack	Total	Unit Price per Linear Ft	Unit Price per pack	Total
1	90	LF	6" X 3' White PreMark / 125 mil / 60 lf per pkg.	1.91		171.90	2.72		244.80
2	220	LF	24" X 3' White PreMark / 125 mil / 15 lf per pkg.	7.64		1,680.80	10.89		2,395.80
3	10	LF	4" X 3' Yellow PreMark / 125 mil / 90 lf per pkg.	1.37		13.70	1.94		19.40
4	10	LF	4" X 3' Blue PreMark / 125 mil / 90 lf per pkg.	1.37		13.70	1.94		19.40
5	10	ea	Elongated White PreMark Straight Arrow / 125 mil / 2 per pkg.	104.46	208.92	289.20	298.28	298.28	2,982.80
6	14	ea	Elongated White PreMark Turn Arrow Left / 125 mil / 2 per pkg.	120.32	240.64	2,406.40	343.17	343.17	4,804.38
7	14	ea	Elongated White PreMark Turn Arrow Right / 125 mil / 2 per pkg.	120.32	240.64	2,406.40	343.17	343.17	4,804.38
8	6	ea	Elongated White PreMark Straight - Left Arrow / 125 mil / 1 per pkg.	211.12		1,266.72	379.60		2,277.60
9	1	ea	8' Individual PreMark SCHOOL / 125 mil / 1 per pkg.	267.41		267.41	396.29		396.29
10	10	ea	8' Individual PreMark ONLY / 125 mil / 1 per pkg.	171.80		171.00	245.00		2,450.00
11	5	ea	8' Individual PreMark SLOW / 125 mil / 1 per pkg.	170.37		851.85	242.96		1,214.80
12	5	ea	8' Individual PreMark STOP / 125 mil / 1 per pkg.	170.37		851.85	188.08		940.40
13	6	ea	"R x R" Kit FHWA	328.90		1,973.40	459.69		2,758.14
14	9	boxes	24" x 36" Yield Line (Shark's teeth)	147.50		1,327.50	210.34		1,893.06
15	14	ea	48" x 48" Handicap Kit	113.88		1,594.32	324.82		4,547.48

ALL PREFORMED THERMOPLASTIC PAVEMENT MARKINGS MUST BE APPROVED FOR USE BY PENNSYLVANIA DEPARTMENT OF TRANSPORTATION

Item #	Approximate Quantity	Unit	Miscellaneous Items Description	US Municipal	Garden Supply	Chemung	Flint
1	793	ea	28" Fluorescent Orange Traffic Cones w/Night Stripe	n/b	14.21	n/b	n/b
2	480	ea	28" Day Glow Traffic Cones 10 lb Weighted Base Complete w/ Upper & Lower Collars		15.56		n/b
3	497	ea	White Delineation Posts with 18" Anchor SH248 GP3 or Equivalent		22.64		n/b
4	573	ea	Plastic "A" Frame Barricade Legs		15.23		n/b
5	15	ea	Plastic Barricades / Legs - Standard Size		15.23		n/b
6	249	ea	8' Panels for "A" Frame Barricade Legs		46.83		n/b
7	87	ea	Type 1 "A" Frame Barricades with Lights		89.10		n/b
8	167	ea	36" X 36" Work Area Ahead Roll up sign		64.25		n/b
9	67	ea	36" x 36" Road Closed Roll up sign		64.25		n/b
10	69	ea	36" x 36" Right Lane Closed Roll up sign		64.25		n/b
11	94	ea	36" x 36" Left Lane Closed Roll up sign		64.25		n/b
12	65	ea	36" x 36" Road Closed Ahead Roll up sign		64.25		n/b
13	55	ea	Work Area Ahead Roll up sign		64.25		n/b
14	66	ea	Stand for roll up sign		97.40		n/b
15	60	ea	PEXCO - 36" yellow flexi-guide post, w/2 yellow sheeted collars		11.52		n/b
16	60	ea	PEXCO - FG 300 heavy duty black base w/2 pins		7.98		n/b
17	20	ea	Tube E-6100 epoxy/gray		7.50		n/b
18	20	ea	Tube E-6100 epoxy/gray	↓	7.50	↓	n/b



## ADMINISTRATIVE CODE AND LAND DEVELOPMENT

### AGENDA ITEM

April 4, 2018

DATE

ACL-03-041218

AGENDA ITEM NUMBER

Administration

DEPARTMENT

#### FISCAL IMPACT

Cost > \$10,000.

Yes

No

#### PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

#### AGENDA ITEM:

Discuss amending an ordinance amending the Township Code at CHAPTER 106 "NOISE" CHAPTER 162 "ZONING" Zoning ARTICLE VIII – "SUPPLEMENTAL DISTRICT REGULATIONS" SECTION 801.T – "COMMUNITY DEVELOPMENT STANDARDS" SUBSECTION 3 – "HOURS OF OPERATION" [SPONSOR: MR. SANCHEZ, MEMBER]

#### EXECUTIVE SUMMARY:

Commissioner Sanchez has requested that the Administration revisit and consider amending a Township ordinance as described in the Agenda Item description. Mr. Sanchez will lead the discussion.

#### PREVIOUS BOARD ACTIONS:

None

#### RECOMMENDED BOARD ACTION:

Authorize the Township Manager and Township Solicitor to develop a revised draft ordinance that amends the appropriate ordinances to regulate noise and reduce the hours of operation for activities that interfere with residents ability to enjoy the use of their property.

## Ordinance No. 814 An Ordinance

REGULATING AND PROHIBITING CERTAIN USES OF SOUND TRUCKS AND AMPLIFYING DEVICES WITHIN THE TOWNSHIP OF ABINGTON; PROVIDING FOR THE REGISTRATION AND ISSUANCE OF PERMITS FOR THE USE OF SOUND TRUCKS FOR NON-COMMERCIAL PURPOSES; AND PRESCRIBING PENALTIES FOR VIOLATION.

The Board of Township Commissioners of the Township of Abington, Montgomery County, Pennsylvania, do hereby enact and ordain:

SECTION 1. (a) The term "sound truck," as used in this ordinance, shall mean any motor vehicle, or horse-drawn vehicle, having mounted thereon, or attached thereto, any sound-amplifying equipment.

(b) The term "sound-amplifying equipment" as used in this ordinance, shall mean any machine or device for the amplification of the human voice, music or any other sound. "Sound-amplifying equipment," as used herein, shall not be construed as including standard automobile radios, when used and heard only by occupants of the vehicle in which installed, or warning devices on authorized emergency vehicles, or horns or other warning devices on other vehicles and only for traffic safety purposes.

SECTION 2. No person shall operate or cause to be operated any sound truck for any commercial purpose in the Township of Abington with sound-amplifying equipment in operation.

SECTION 3. No person shall use or cause to be used, any sound truck with its sound-amplifying equipment in operation for any non-commercial purpose in the Township of Abington until he shall have filed with the Township Manager, in duplicate, a statement containing the following information:

- (a) Name and residence of the person making the statement.
- (b) Address of place of business of person making the statement.
- (c) License number and motor number of the sound truck to be used by the person making the statement.
- (d) Name and address of the person owning the sound truck.
- (e) Name and address of the person having direct charge of the sound truck.
- (f) Name and address of every person who is to use such sound truck within the Township.
- (g) The purpose for which such sound truck is to be used.
- (h) A general statement as to the sections of the Township in which such sound truck is proposed to be used.
- (i) The proposed hours of operation of such sound truck.
- (j) The days upon which such sound truck is proposed to be operated within the Township.
- (k) A general description of the sound-amplifying equipment to be used.
- (l) The maximum sound-producing power of the sound-amplifying equipment to be used in or on such sound truck including: (1) the wattage to be used and (2) the approximate maximum distance for which sound will be thrown from such sound truck.

SECTION 4. Every person using or causing to be used any sound truck for any non-commercial purposes shall amend the statement required by the third section of this Ordinance within forty-eight (48) hours after any change in the information therein furnished.

SECTION 5. The Township Manager shall return to the person making the statement required under the third section of this ordinance one copy of such statement duly certified by the Township Manager as a correct copy thereof. Such certified copy of such statement shall be in the possession of any person operating the sound truck at all times while the sound-amplifying equipment of such truck is in operation within the Township, and such copy shall be promptly displayed to any policeman of the Township upon request.

SECTION 6. Non-commercial use of sound trucks in the Township of Abington with sound-amplifying equipment in operation shall be strictly in accordance with the following regulations:

- (a) The only sounds to be permitted shall be music and human speech.
- (b) Operation shall be prohibited on Sunday and upon any other day of the week except between the hours of 11.30 A. M. and 1.30 P. M. and between the hours of 4.30 P. M. and 6.30 P. M.
- (c) Sound-amplifying equipment shall not be operated unless the sound truck upon which such equipment is mounted is operated at a speed of at least ten (10) miles per hour except when said truck is stopped by traffic, the said sound-amplifying equipment shall not be operated for longer than one minute at such stop.
- (d) Sound-amplifying equipment shall not be operated within three hundred feet (300') of any hospital or school.
- (e) The human speech and the music amplified through such sound-amplifying device shall not be profane, lewd or indecent.
- (f) The volume of sound shall be controlled so that it will not be audible for a distance in excess of one hundred yards from the sound truck and so that the said volume is not unreasonably loud, raucous, jarring, disturbing, or a nuisance to persons within the area of audibility.
- (g) No sound-amplifying equipment shall be operated with an excess of fifteen (15) watts of power in the last stage of amplification.

SECTION 7. Any person who shall violate any of the provisions of this ordinance shall, upon conviction thereof for each and every violation be sentenced to pay a fine not in excess of one hundred dollars (\$100.00) and costs of prosecution, and, in default of payment of any such fine and costs to imprisonment for not more than ten (10) days. PROVIDED: each day's violation of any of the provisions of this Ordinance shall constitute a separate offense.

SECTION 8. The provisions of this Ordinance shall not apply, in time of emergency, to any announcement or broadcast of any current matter of general public interest.

\* \* \* \* \*

Enacted and Ordained this 12th day of April, A. D. 1956.

E. U. SMILEY,  
President.

Attest:  
E. RAYMOND AMBLER,  
Secretary.



**TOWNSHIP OF ABINGTON  
MONTGOMERY COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 2155**

**AN ORDINANCE AMENDING THE ABINGTON TOWNSHIP CODE AT  
CHAPTER 106 “NOISE,” AND  
CHAPTER 162 – “ZONING”  
ARTICLE VIII – “SUPPLEMENTAL DISTRICT REGULATIONS”  
SECTION 801.T – “COMMUNITY DEVELOPMENT STANDARDS”  
SUBSECTION 3 – “HOURS OF OPERATION”**

**WHEREAS**, the Township of Abington is a Township of the First Class, duly organized and existing pursuant to the applicable laws of the Commonwealth of Pennsylvania; and

**WHEREAS**, pursuant to section 1502.44 of the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §56544, the Board of Commissioners has the authority to enact and amend provisions of the Abington Township Code (“Code”) at any time it deems necessary for the health, safety, morals, general welfare, cleanliness, beauty, convenience and comfort of the Township and the inhabitants thereof; and

**WHEREAS**, the Board of Commissioners of the Township of Abington has determined that Chapter 106 – “Noise,” and Chapter 162 – “Zoning,” Article VIII – “Supplemental District Regulations,” Section 801.T – “Community Development Standards,” Subsection 3 – “Hours of Operation,” should be amended for the health, safety, morals, general welfare, cleanliness, beauty, convenience and comfort of the Township and the inhabitants thereof.

**NOW, THEREFORE**, the Board of Commissioners of the Township of Abington does hereby **ENACT** and **ORDAIN** as follows:

1. Chapter 106 – “Noise” shall be amended as reflected in Exhibit “A” attached hereto, with the stricken text indicating the removed language and the underlined text indicating the amended portions of the Code.

2. Chapter 162 – “Zoning,” Article VIII – “Supplemental District Regulations,” Section 801.T – “Community Development Standards,” Subsection 3 – “Hours of Operation,” shall be amended as reflected in Exhibit “B” attached hereto, with the stricken text indicating the removed language and the underlined text indicating the amended portions of the Code.

3. All other ordinances, portions of ordinances, or any section of the Code inconsistent with this Ordinance are hereby repealed.

4. This Ordinance shall become effective five (5) days after enactment.

**ORDAINED AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

TOWNSHIP OF ABINGTON  
BOARD OF COMMISSIONERS

Attest:

\_\_\_\_\_  
Richard J. Manfredi, Secretary

By: \_\_\_\_\_  
Wayne Luker, President

**Exhibit  
"A"**

**Chapter 106 - Noise**

**§106.1 Legislative Declaration.**

- A. Pursuant to the authorization of Section 1502 of The First Class Township Code, for the purpose of securing and promoting the public health, comfort, convenience, safety, welfare and the peace and quiet of the Township of Abington and its residents, the Board of Commissioners of the Township of Abington has found:
1. The making and creation of loud, unnecessary and unusual noises within the limits of the township is a condition which has existed for some time and the extent and volume of such noises is increasing.
  2. The making, creation and maintenance of loud, unnecessary or unusual noises which are prolonged, unusual or unnatural in their time, place or use does affect and is a detriment to the public health, comfort, convenience, safety, repose, welfare or prosperity of the residents and persons within the township.
- B. The necessity in the public interest for the provisions and prohibitions hereinafter contained and enacted is declared as a matter of legislative determination and public policy, and it is further declared that the provisions and prohibitions hereinafter contained and enacted are in pursuance of and for the purpose of securing and promoting the public health, comfort, convenience, safety, repose, welfare and prosperity and the peace and quiet of the Township of Abington and its inhabitants and persons within its limits.

**§ 106-2 Definitions**

As used in this chapter, the following terms shall have the meanings indicated:

**DECIBEL (DB)** A unit of level which denotes the ratio between two quantities which are proportional to power; the number of "decibels" corresponding to the ratio of two amounts of power is 10 times the logarithm to the base 10 of this ratio.

**EMERGENCY WORK** Work made necessary to restore property to a safe condition following a public calamity, or work required to protect persons or property from imminent exposure to danger.

**EXCESSIVE NOISE** Any sound or noise which annoys, disturbs or perturbs reasonable persons with normal sensitivities; or any sound or noise which injures or endangers the comfort, repose, health, hearing, peace or safety of other persons.

**NOISE CONTROL ADMINISTRATOR (NCA)** The Director of Code Enforcement and Planning, or his or her designee, who shall be the official liaison with all municipal departments and shall be empowered to grant permits for special use pursuant to this Chapter.

**PERSON** Includes the singular and the plural and also means and includes any person, owner, tenant, firm, corporation, association, club, partnership, society or any other form of association.

**SOUND-LEVEL METER** An instrument including a microphone, an amplifier, an output meter and frequency weighting networks for the measurement of noise and sound levels in a specified manner.

### **§ 106-3 Prohibited acts**

- A. It shall be unlawful for any person to make, continue or cause to be made or continued any loud, unnecessary or unusual noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others within the Township of Abington limits.
- B. No person shall sound any horn or any signaling device on any automobile, motorcycle, motor bicycle or other vehicle in any street or public place of the township except as a danger warning signal.
- C. No person shall operate any motor vehicle or motorcycle in the township, licensed or unlicensed, on public or private premises, whether standing or moving, without an appropriate muffling device on the exhaust system of said vehicle in order to prevent any unnecessary and unreasonably loud or harsh sound.
- D. No person shall use, operate or permit to be played any radio receiving set, musical instrument, television, phonograph, public-address system or other machine or device for producing or reproducing sound in such a manner as to disturb the peace, quiet and comfort of neighboring inhabitants. The operation of any such instrument in such a manner as to be plainly audible at a distance of 50 feet from the building, structure or vehicle in which it is located is prohibited.
- E. No person shall use, operate or permit to be played, used or operated any sound-amplifying machine for the producing or reproducing of sound which is cast upon the public streets for the purpose of advertising except by permit in accordance with Ordinance No. 814 of the Township of Abington.
- F. No person shall yell, shout, hoot, whistle or sing on the public streets nor at any time or place so as to annoy or disturb the quiet, comfort or repose of persons in any building or of any persons in the vicinity.
- G. No person shall keep any animal or bird which causes frequent or long-continued noise which disturbs the comfort or repose of any person in the vicinity.

- H. The erection, including excavation, demolition, alteration, construction or repair, of any building other than between the hours of 7:00 a.m. and 9:00 p.m., Monday through Friday, except for emergency work, as defined in § 106-2, is prohibited. The erection, including excavation, demolition, alteration, construction or repair, of any building other than between the hours of 9:00 a.m. and 9:00 p.m., Saturday and Sunday, except for emergency work, as defined in § 106-2, is prohibited.
- I. No person shall create any excessive noise on any street adjacent to any school, institution of learning, church, hospital or other public building, while the same are in use, which unreasonably interferes with the workings of such institution or which disturbs or unduly annoys the pupils, churchgoers, patients or others inside said building.
- J. No peddler, hawker or vendor shall shout or otherwise cry his wares which disturbs the peace and quiet of the neighborhood.
- K. It shall be unlawful for any person in the operation of any machinery, commercial motor vehicle unit on a truck, any equipment, pump, snowplow, snowblower, lawn mower, leaf blower, chain saw or similar mechanical device, to use such instrument or equipment in such a manner or with such volume as to annoy or disturb the quiet, comfort or repose of any person or persons in any dwelling, apartment or other type of residence ~~on any day of the week.~~ between the hours of 9:00 a.m. and 9:00 p.m., Saturday and Sunday, except for emergency work, as defined in § 106-2. This subsection shall not apply to municipal vehicles used for emergency work, such as but not limited to snow removal.
- L. Air-conditioning and other mechanical equipment.
1. It shall be unlawful for any person in the operation of any air-conditioning equipment or part thereof or any other type of mechanical equipment or apparatus installed or attached to premises, to make, continue to make or cause to be made excessive noise so as to cause annoyance, inconvenience or detriment to the public or any person or persons. Noise shall be considered excessive if the sound level from the air-conditioning unit or any other type of mechanical equipment or apparatus installed or attached to premises exceeds 55 decibels in recreation-conservation and residence districts under the Zoning Ordinance of the Township of Abington, 70 decibels in PI Planned Industrial Districts under the Zoning Ordinance of the Township of Abington, and 60 decibels in all other classes of zoning districts under the Zoning Ordinance of the Township of Abington.
    - a. Exception. Permanently installed emergency generators, used for the sole purpose of supplying electrical power to dwelling units within the residential zoning districts of the Township of Abington may operate at a decibel level not to exceed 75 decibels, measured at the closest property line. The maintenance cycle for permanently installed emergency generators must occur between the hours of 9:00 a.m. and 7:00 p.m., on weekends and between 7:00 a.m. and 9:00 p.m. on weekdays. Permanently installed emergency generators are prohibited from being installed in a front yard setback area.

2. If, as the result of a test, the air-conditioning equipment, mechanical equipment or apparatus installed on or attached to premises is found to violate the terms of this chapter, the operation of said equipment or apparatus shall be discontinued immediately. The Abington Health Code Enforcement Department shall be empowered to grant an extension of time not exceeding 30 days in order to bring equipment into compliance.

M. No person shall operate or cause to be operated any recreational motorized vehicle off a public right-of-way in such a manner that the sound level therefrom exceeds 73 decibels at a distance of 50 feet or more from the path of the vehicle when operated on a public space or at or across the boundary of private property when operated on private property. This section shall apply to all recreational motorized vehicles, whether or not duly licensed and registered, including but not limited to commercial and noncommercial racing vehicles, motorcycles, minicycles, go-carts, snowmobiles, campers and dune buggies.

#### **§106-5 Special Use Permit**

- A. Any person who owns or operates any stationary noise source, or that intends to hold a special event may apply to the NCA for a special use permit. Applications for a special use permits shall supply information including but not limited to:
  1. The nature and location of the noise source for which such application is made.
  2. The reason for which the permit is requested, including any hardship that will result to the applicant, his/her client or the public if the permit is not granted.
  3. The level, duration and repetition intervals of noise that will occur during the period of the permit.
  4. The section or sections of this chapter for which the permit shall apply.
  5. A description of the interim noise control measures to be taken for the applicant to minimize noise and the impacts occurring therefrom.
  6. A specific schedule of the noise control measures that shall be taken to bring the source into compliance with this chapter within a reasonable time.
- B. Applications shall be submitted no later than ten (10) working days prior to the special event or the commencement of any temporary activity which may violate the provisions of this Chapter.
- C. The NCA shall circulate the Special Use Permit Application to the Township Police Department and the Township Fire Marshall, for review and comment. Each department may place such reasonable conditions on the permit as deemed necessary.

- D. Failure to supply the information required by the NCA shall be cause for rejection of the application.
- E. A copy of the special use permit must be kept on file by the NCA for public inspection.
- F. The NCA may charge the applicant a permit fee in the amount set from time to time by the Board of Commissioners to cover expenses resulting from the processing of the special use permit.
- G. The permit shall extend for the minimum time period necessary and set forth on the special use permit application but in no event for a period exceeding one month at the discretion of the NCA. Permits for longer periods may only be granted by the Board of Commissioners. Any person holding a permit of variance and requesting an extension of time shall apply for a new permit under the provisions of this section.
- H. No permit shall be approved unless the applicant presents adequate proof that:
1. Noise levels occurring during the period of the permit will not constitute a danger to public health; and
  2. Compliance with this chapter would impose an unreasonable hardship on the applicant without equal or greater benefits to the public.
- I. In making the determination of granting a permit, the NCA shall consider:
1. The character and degree of injury to or interference with the health and welfare or the reasonable use of property that is caused or threatened to be caused to other persons in the Township;
  2. The social and economic value of the activity for which the permit is sought; and
  3. The ability of the applicant to apply the best practical noise control measures.
- J. No permit shall be granted which would expand the hours set forth herein.
- K. A permit may be revoked by the NCA if there is:
1. Violation of one or more conditions of the permit;
  2. Material misrepresentation of fact in the permit application; or
  3. Material change in any of the circumstances relied upon by the NCA in granting the permit.

### **§ 106-~~5~~ Enforcement**

- A. It shall be the duty of the Abington ~~Health~~ Code Enforcement Department and the Abington Police Department and members of those Departments to enforce the provisions of this chapter, and they are hereby given the power and authority to do so.
  
- B. The measurement of sound or noise shall be made with a sound-level meter meeting the standards prescribed by the American Standards Association. The instrument shall be maintained in calibration and good working order. A check for calibration of the system shall be made at the time of any noise measurement. Measurements shall be recorded so as to provide a proper representation of the noise source. The microphone during measurement shall be positioned so as not to create any unnatural enhancement or diminution of the measured noise. A windscreen for the microphone shall be used when required. Traffic, aircraft and other transportation noise sources and other background noises shall not be considered in taking measurements, except where such background noise interferes with the primary noise being measured. The slow-meter response of the sound-level meter shall be made at the property line of the property on which such noise is generated or perceived as appropriate, five feet above the ground. In case of an elevated or directional sound or noise source, compliance is to be maintained at any elevation at the boundary.

### **§ 106-~~6~~ Violations and penalties**

Any person violating any of the provisions of this chapter shall, upon conviction thereof by any District Justice, be sentenced to pay a fine of not less than \$10 nor more than \$300, together with the costs of prosecution. Each day a violation exists shall constitute a separate offense. In default of payment of any fine, the defendant may be sentenced and committed to the township lockup for a period not exceeding five days or to the county jail for a period not exceeding 30 days.



**Exhibit  
“B”**

**Section 801.T (3) Hours of Operation** In order to ensure harmony with existing communities, the following shall be applicable:

- a. No delivery of inventory, merchandise, goods or other products shall occur between the hours of ~~10:00~~ 9:00 p.m. and ~~6:00~~ 7:00 a.m. on weekdays, and 9:00 p.m. and 9:00 a.m. on weekends, to any property adjoining a residential zoning district, unless such single site is larger than ten (10) acres in lot area.
- b. No trash or rubbish removal shall occur between the hours of ~~10:00~~ 9:00 p.m. and ~~6:00~~ 7:00 a.m. on weekdays, and 9:00 p.m. and 9:00 a.m. on weekends, to any property adjoining a residential zoning district, unless such single site is larger than ten (10) acres in gross lot area.
- c. Twenty-four (24) hour operations are permitted by state Law to the extent they are not detrimental to the health, safety, and welfare of the community. If such finding shall be made by the Township based upon incident history, the hours of operation for any such use may be restricted. Commercial uses abutting residential properties are not separated by a street shall not operate between the hours of 12 midnight and 6:00 a.m., as this is determined to be detrimental to the health, safety and welfare of the surrounding community.



**PUBLIC SAFETY COMMITTEE**

**AGENDA ITEM**

April 4, 2018

DATE

Police

DEPARTMENT

PS-01-041218

AGENDA ITEM NUMBER

**FISCAL IMPACT**

Cost > \$10,000.

Yes

No

**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes

No

**AGENDA ITEM:**

Conditional Promotion to the Rank of Lieutenant

**EXECUTIVE SUMMARY:**

This is a budgeted position to fill the Patrol Platoon Commander vacancy created by the reassignment of Lt. Chris Porter to the Administrative Division on January 22, 2018. Lt. Mike Webb separated service early in 2018 creating a vacancy in the Administrative Division which was filled by Lt. Chris Porter who was the Platoon Commander at that time. Lt. Webb's retirement date is March 31, 2018.

A Lieutenant's Promotional Exam was scheduled and conducted by the Civil Service Commission to fill this vacancy. The written test was administered on February 6, 2017 and the Oral Assessment Center on February 8, 2017.

A Civil Service Eligibility List for the Rank of Lieutenant was certified on April 17, 2017 (attached). Sergeant Magee is ranked number four on the Eligibility List. Those ranked number one through three have previously been promoted.

**PREVIOUS BOARD ACTIONS:**

NONE

**RECOMMENDED BOARD ACTION:**

Motion to promote Sergeant Kevin Magee to the rank of Probationary Lieutenant effective April 16, 2018 providing he successfully completes the remaining portions of the promotional process.

# ABINGTON TOWNSHIP CIVIL SERVICE COMMISSION


Edward Nolan, Chairman  
Diane Misko, Secretary  
Philip Beal, Member  
Valerie Ward, Alternate

November 21, 2017

The Civil Service Commission of Abington Township, acting under Section 5.1 of the Civil Service Code of Abington Township, does hereby extend the Promotional List for the position of Lieutenant, originally adopted by this Commission on April 17, 2017 for a period of one (1) year. The list will expire on April 16, 2019. Such action is effective immediately.

  
Edward Nolan, Chairman

  
Philip Beal, Member

  
Valerie Ward, Alternate

# ABINGTON TOWNSHIP CIVIL SERVICE COMMISSION

Edward Nolan, Chairman  
Philip Beal, Vice Chairman  
Diane Misko, Secretary

## CERTIFIED PROMOTIONAL LIST- LIEUTENANT

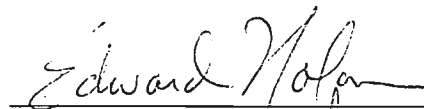
Rank	Candidate	Written Score	Written Weighted	Oral Score	Oral Weighted	Evaluation	Seniority	Total
1	Porter, Christopher	90	36.00	92.14	46.07	7.32	3	<b>92.39</b>
2	Fink, Steven	83	33.20	80.48	40.24	8.04	3	<b>84.48</b>
3	Quinn, Edward	88	35.20	71.14	35.57	7.29	3	<b>81.06</b>
4	Magee, Kevin	87	34.80	67.56	33.78	7.54	2	<b>78.12</b>
5	Scott, Thomas	71	28.40	77.56	38.78	7.59	3	<b>77.77</b>
6	Williams, Shawn	85	34.00	65.06	32.53	7.37	3	<b>76.90</b>
7	Toledo, Oswaldo	84	33.60	67.62	33.81	7.34	2	<b>76.75</b>
8	Urban, Gregory	73	29.20	67.92	33.96	7.24	3	<b>73.40</b>

Date of Written Examination: February 6, 2017

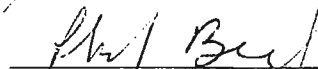
Dates of Oral Examination: February 8, 2017

Date Eligibility List Adopted: April 17, 2017

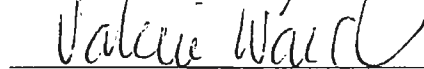
Date Eligibility List Expires: April 16, 2018



Edward Nolan, Chairman



Philip Beal, Member



Valerie Ward, Alternate



**PUBLIC SAFETY COMMITTEE**

**AGENDA ITEM**

April 4, 2018

PS-02-041218

DATE

AGENDA ITEM NUMBER

Police

DEPARTMENT

**FISCAL IMPACT**

Cost > \$10,000.

Yes

No

**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes

No

**AGENDA ITEM:**

Reallocating Funds

**EXECUTIVE SUMMARY:**

The police department would like to move forward with purchasing a body camera system in the very near future. Currently the only recording devices available to officers are the in-car camera systems. These in-car camera systems are, out of warranty, utilize dated technology and have been failing. With the technology available today, it is not practical to invest further monies into our current in-car systems. A Body Camera system at this point is more feasible and applicable to our day-to-day police operations. The department feels that body cameras may be able to bridge the gap in lieu of purchasing both new in-car camera systems and body camera systems at this time, which would be cost prohibitive. After reviewing several models of body cameras over the past two years, the department has determined that AXON, the parent company of Taser, possesses the cameras and technology that fit the needs and applications determined by the administrative staff. The reallocation of funds would allow the department to enter into a five (5) year contract with AXON for the purchase of body cameras to outfit all patrol officers.

**PREVIOUS BOARD ACTIONS:**

NONE

**RECOMMENDED BOARD ACTION:**

Motion to amend the FY2018 Budget to reallocate appropriations from line items:

525-7517 Body Camera 2016 \$8621.34

525-7520 Police Vehicle Digital System \$757.29

525-7523 Body Cameras \$10,000.00

525-7525 In-Car Video Replacement \$17,812.06

525-7526 Police Vehicle Digital System \$15,000.00

525-7527 Body Cameras \$10,000.00

525-7531 In-Car Video Replacement \$30,000.00

to Budget Line 07- 04- 525-7533 for a specific purpose of a multi- year Body Camera purchase in the total amount of \$112,190.69.

**Expenditure Status Report**  
**TWP OF ABINGTON**  
1/1/2018 through 12/31/2018

07 PERMANENT IMPROVEMENT

04 POLICE DEPARTMENT

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>	<u>Prior Year Thru 12/31/ 2017</u>
525 CAPITAL PROJECTS							
525-7450 DIGITAL SECURITY CAMERA 2007	1,817.00	0.00	0.00	0.00	1,817.00	0.00	0.00
525-7507 DIGITAL RADIO TRANSITION 2013	32,822.58	32,822.58	32,822.58	0.00	0.00	100.00	17,177.42
525-7514 LICENSE PLATE READER 2014	3,662.00	0.00	0.00	0.00	3,662.00	0.00	0.00
525-7517 BODY CAMERA 2015	8,621.34	0.00	0.00	0.00	8,621.34	0.00	0.00
525-7520 POLICE VEHICLE DIGITAL SYSTEM	757.29	0.00	0.00	0.00	757.29	0.00	0.00
525-7523 BODY CAMERAS	10,000.00	0.00	0.00	0.00	10,000.00	0.00	0.00
525-7524 K-9 PURCHASE	178.44	0.00	0.00	0.00	178.44	0.00	4,821.56
525-7525 IN-CAR VIDEO REPLACEMENT	17,812.06	0.00	0.00	0.00	17,812.06	0.00	7,187.94
525-7526 POLICE VEHICLE DIGITAL SYSTEM	15,000.00	0.00	0.00	0.00	15,000.00	0.00	0.00
525-7527 BODY CAMERAS	10,000.00	0.00	0.00	0.00	10,000.00	0.00	0.00
525-7528 TASER PROGRAM UPGRADE	26.77	0.00	0.00	0.00	26.77	0.00	10,973.23
525-7529 TACTICAL EQUIPMENT/PATROL RAPID RESPC	112.81	0.00	0.00	112.81	0.00	100.00	21,387.19
525-7530 PRISONER HOLDING FACILITY REPAIRS	1,384.50	0.00	0.00	0.00	1,384.50	0.00	8,615.50
525-7531 IN-CAR VIDEO REPLACEMENT	30,000.00	0.00	0.00	0.00	30,000.00	0.00	0.00
525-7532 POLICE VEHICLE DIGITAL SYSTEM	15,000.00	7,945.00	7,945.00	0.00	7,055.00	52.97	0.00
525-7533 BODY CAMERAS	20,000.00	0.00	0.00	0.00	20,000.00	0.00	0.00
525-7534 TASER PROGRAM UPGRADE	15,000.00	4,206.00	4,206.00	0.00	10,794.00	28.04	0.00
525-7535 TACTICAL EQUIPMENT/PATROL RAPID RESPC	21,500.00	0.00	0.00	5,472.60	16,027.40	25.45	0.00
525-7536 VEHICLE IMPOUND LOT	5,000.00	0.00	0.00	3,800.00	1,200.00	76.00	0.00
525-7537 DIGITAL RADIO TRANSITION	7,500.00	0.00	0.00	0.00	7,500.00	0.00	0.00
525-7538 DETAINEE PROCESSING TECHNOLOGY	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
525-7539 PORTABLE SPEED INDICATOR SIGNS	5,000.00	0.00	0.00	5,000.00	0.00	100.00	0.00
525-9900 POLICE & FIRE MEMORIAL	397.16	0.00	0.00	0.00	397.16	0.00	0.00
<b>Total PERMANENT IMPROVEMENT</b>	<b>226,591.95</b>	<b>44,973.58</b>	<b>44,973.58</b>	<b>14,385.41</b>	<b>167,232.96</b>	<b>26.20</b>	<b>120,162.84</b>
<b>Grand Total</b>	<b>226,591.95</b>	<b>44,973.58</b>	<b>44,973.58</b>	<b>14,385.41</b>	<b>167,232.96</b>	<b>26.20</b>	<b>120,162.84</b>



## ***PUBLIC AFFAIRS COMMITTEE***

### ***AGENDA ITEM***

April 4, 2018

*DATE*

Community Development

*DEPARTMENT*

PA-01-041218

*AGENDA ITEM NUMBER*

#### **FISCAL IMPACT**

Cost > \$10,000.

Yes

No

#### **PUBLIC BID REQUIRED**

Cost > \$20,100

Yes

No

#### ***AGENDA ITEM:***

Grant application to the Delaware Valley Regional Planning Commission for a feasibility study for a new sidewalk project at Old Welsh Road in the Willow Grove section of the Township.

#### ***EXECUTIVE SUMMARY:***

At the 2700 block of Old Welsh Road in the Willow Grove section of the Township, there isn't any sidewalks from this location to the intersection of Fitzwatertown Road. The completion of this project will allow safe passage for school aged children who walk to Willow Hill Elementary School and shoppers who support the Willow Grove Mall.

High vehicular traffic on Old Welsh Road (between Fitzwatertown Road and Lukens Avenue) creates an extremely hazardous conditions for all pedestrians.

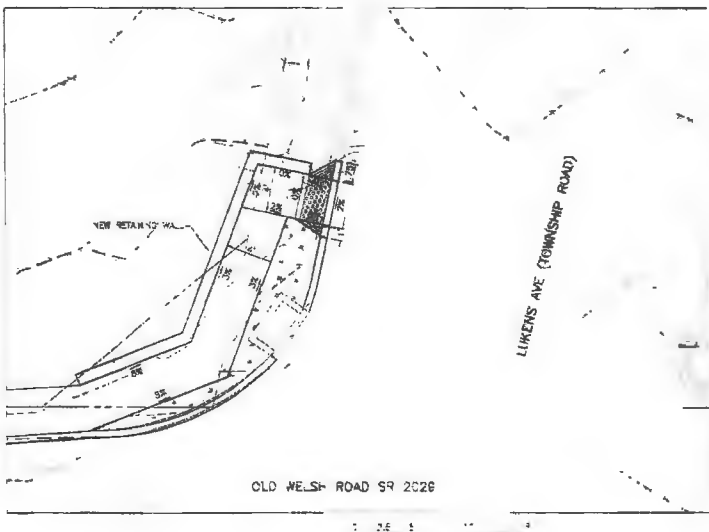
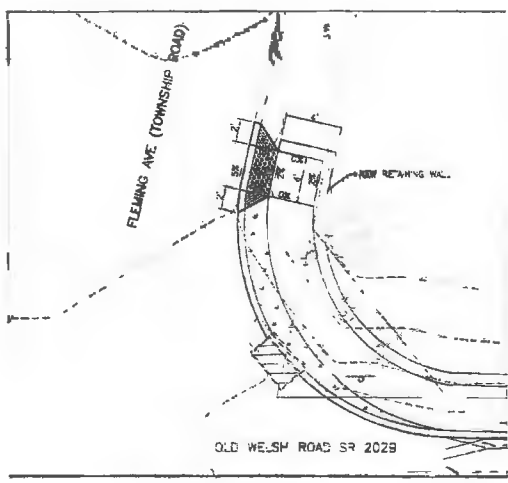
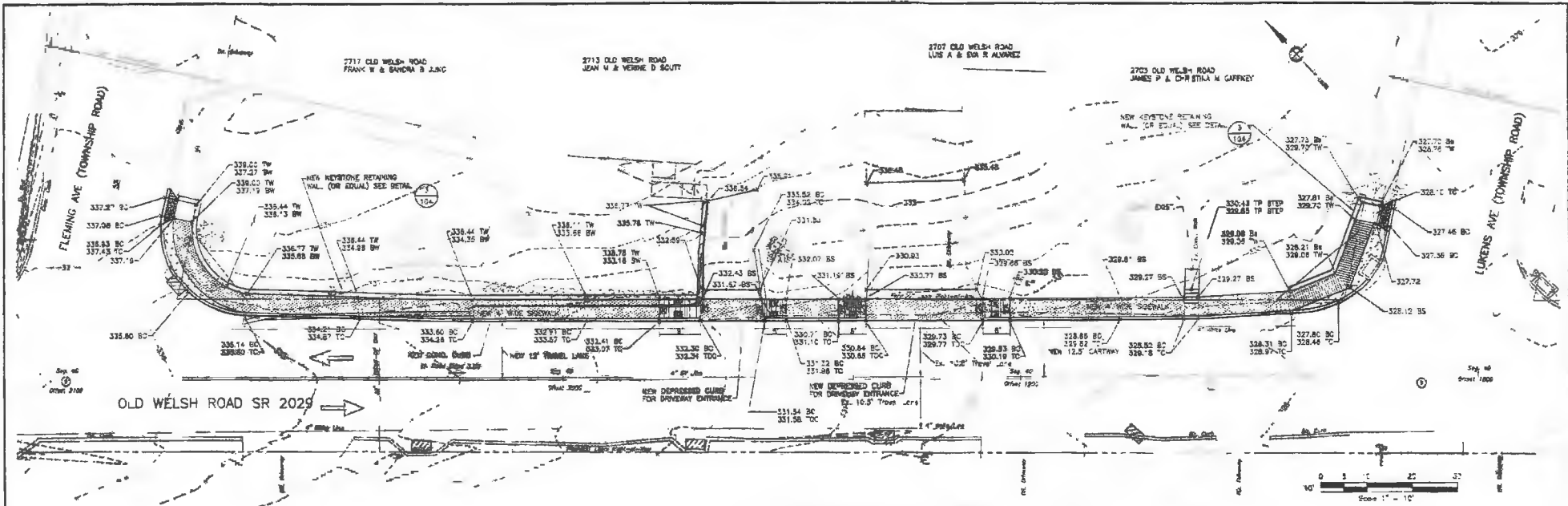
Grant amount requested will be \$30,000.00 for preliminary site survey, cost estimates and conceptual engineering drawings. CDBG funds to be used as the 20% match.

#### ***PREVIOUS BOARD ACTIONS:***

In the 2015 Annual Action Plan, the Township of Abington approved the use of its Community Development Block Grant included the installation of new sidewalks only in the 2700 block of Old Welsh Road in the Willow Grove section of the Township. The engineering drawings were completed, however, the project was not released for public competitive bidding.

#### ***RECOMMENDED BOARD ACTION:***

Motion to Request approval to submit a grant request to the Delaware Valley Regional Planning Commission (DVRCP) for the Transportation & Community Development Initiative (TCDI) that is due on April 20, 2018.



- NOTES:
1. OLD WELSH ROAD IS A STATE HIGHWAY AND IS SUBJECT TO PENNSYLVANIA DEPARTMENT OF TRANSPORTATION RESTRICTIONS AND REGULATIONS. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL PENNSYLVANIA DEPARTMENT OF TRANSPORTATION INSPECTION FEES. FEES WILL BE REBURSED TO THE CONTRACTOR FROM AN ALLOWANCE IN THE CONTRACT.
  2. ALL WATER WALKS LOW AND GAS WALKS LOW ARE TO BE LOWER OR RABBIT TO THE NEW SIDEWALK SURFACE IF IN THE NEW SIDEWALK LOCATION.
  3. DEPRESSIONED CURB SHALL BE INSTALLED AT ALL DRIVEWAY DETAILS.
  4. NEW CURB TO HAVE A 8" REVEL FROM THE EDGE OF THE EXISTING ROAD SURFACE.
  5. EXTEND ALL HOUSE WALKS TO THE NEW SIDEWALK.

**LEGEND**

PROPOSED SIDEWALK	
PROPOSED GRASS AREA	
4"x2" DETECTABLE WARNING SURFACE	
±543.00	SPOT ELEVATION
TO	TOP OF CURB
BC	BOTTOM OF CURB
DC	TOP OF DEPRESSIONED CURB
SLOPE AREA GREATER THAN 2%	
PERCENT OF SLOPE	

NO.	REVISION	DATE	ENGR. DATE	SS:JES



920 Commonwealth Pike, Suite 220 Plymouth Meeting PA 19062

DESIGN BY	JFB	APPROVED	SEP.
DRAWN BY	JFB		
PROJECT ENG.	MRF	APPROVED	
PROJECT MGR.	MRF		
CHECKED BY	SAFE		

<b>OLD WELSH ROAD SR 2029</b>		SCALE	AS NOTED
MONTGOMERY COUNTY, PENNSYLVANIA		PROJECT NO.	2023700201
2024 RUC PROGRAM - CURB AND SIDEWALK		DRAWING NO.	102
OLD WELSH ROAD SR 2029		SHEET	01
BENTON, FLEMING AVE AND LIKENS AVE			
NEW CURB AND SIDEWALK INSTALLATION			

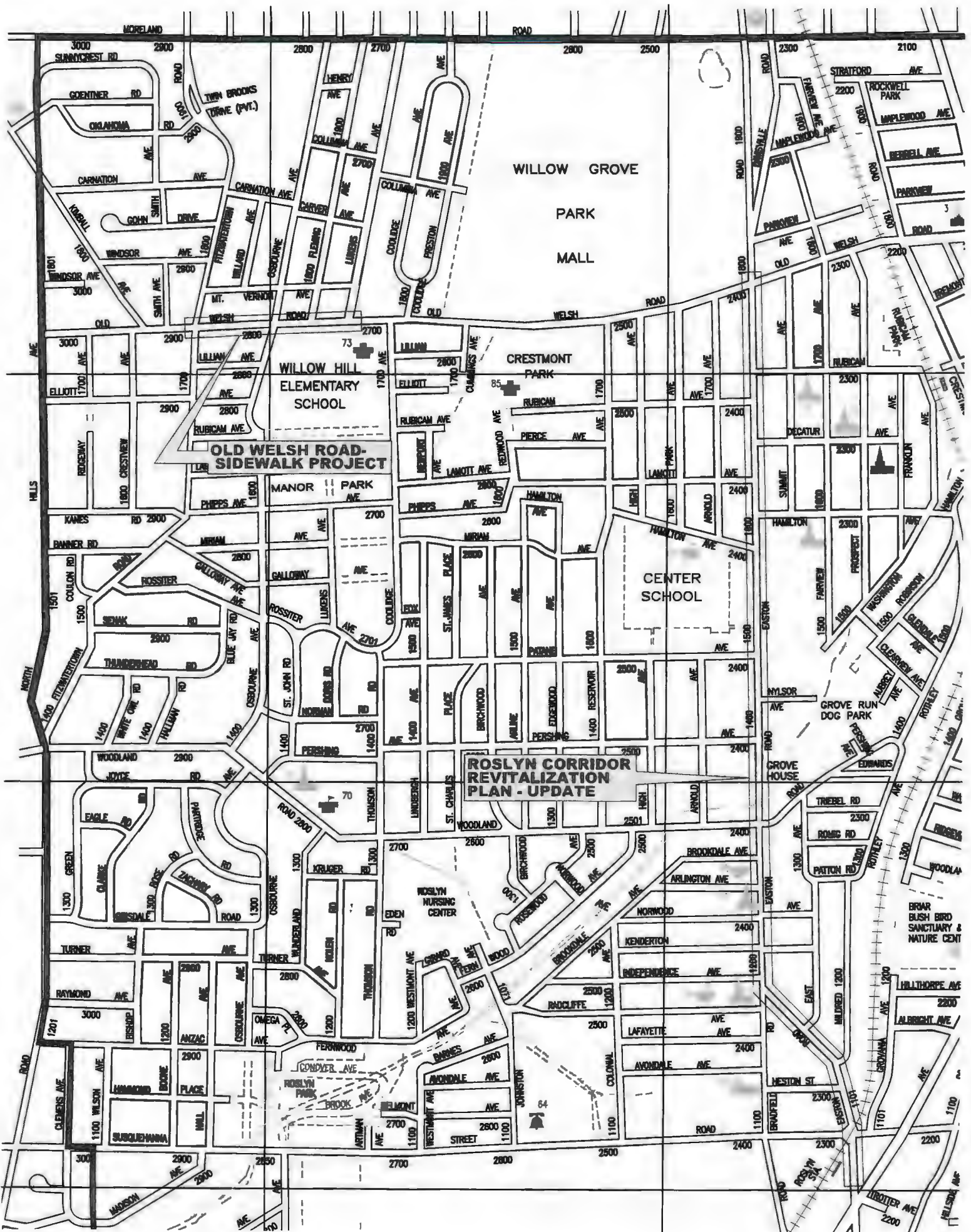
REGISTERED PROFESSIONAL ENGINEER





OLD WELSH ROAD - NEW SIDEWALK PROJECT  
FITZWATERTOWN ROAD TO LUKENS AVENUE

**CVDA**  
*Landscape Architects Planners*





## **PUBLIC AFFAIRS COMMITTEE**

### **AGENDA ITEM**

April 4, 2018

*DATE*

Community Development

*DEPARTMENT*

PA-02-041218

*AGENDA ITEM NUMBER*

#### **FISCAL IMPACT**

Cost > \$10,000.

Yes

No

#### **PUBLIC BID REQUIRED**

Cost > \$20,100

Yes

No

#### **AGENDA ITEM:**

Grant application to the Delaware Valley Regional Planning Commission to update the 2010 Roslyn Community Revitalization Plan.

#### **EXECUTIVE SUMMARY:**

Over the past seven years significant improvements and changes has been made in the target area of the 2010 study area along the Easton Road commercial corridor. Updating the current Roslyn Community Revitalization Plan will aid and assist local stakeholders to properly prepare a strategic plan for the future.

The update to the 2010 Roslyn Community Revitalization Plan will assist the Township and other stakeholders to plan for the future.

Grant amount requested will be \$25,000.00 for hiring an outside consultant to update the current revitalization plan, conduct community meetings, meet with stakeholders and other related activities. CDBG funds to be used as the 20% match.

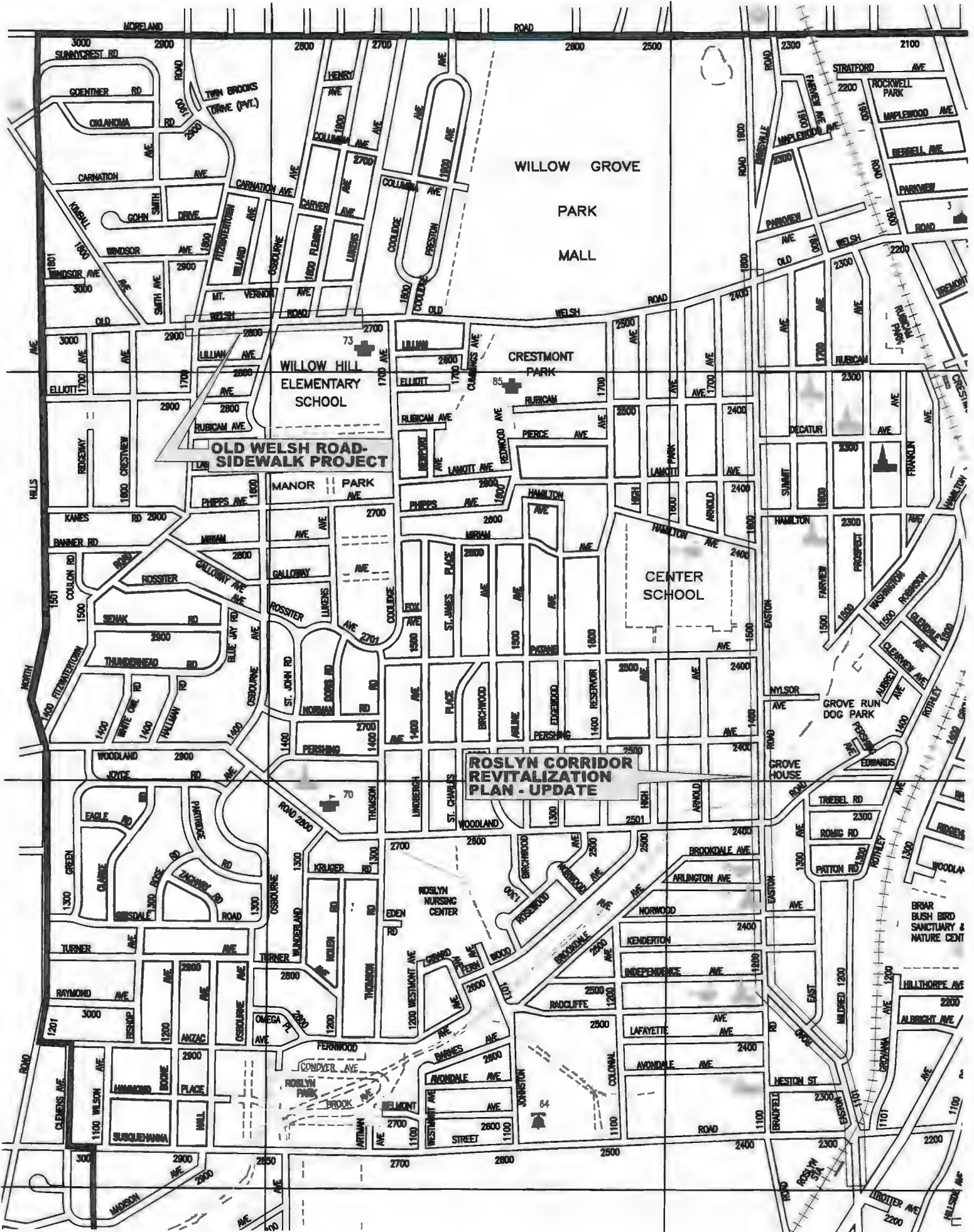
The target area (Easton Road only) to be expanded to Old Welsh Road to include the Crestmont section of the Township, which allow the use of CDBG funds. The Crestmont section is designated as a low to moderate income community.

#### **PREVIOUS BOARD ACTIONS:**

In 2009, the Township of Abington secured a \$25,000 planning grant from Montgomery County to update the 2002 original plan funded by the Township. The Township's work in implementing the previous plans has been impressive. This work would include gateway signage, plaza beautification, a dog park, pedestrian safety features, street trees and painted crosswalks.

#### **RECOMMENDED BOARD ACTION:**

Motion to Request the approval to submit a grant request to the Delaware Valley Regional Planning Commission (DVRCP) for the Transportation & Community Development Initiative (TCDI) that is due on April 20, 2018.



WILLOW GROVE

PARK

MALL

WILLOW HILL  
ELEMENTARY  
SCHOOL

CRESTMONT  
PARK

**OLD WELSH ROAD-  
SIDWALK PROJECT**

CENTER  
SCHOOL

**ROSLYN CORRIDOR  
REVITALIZATION  
PLAN - UPDATE**

ROSLYN  
NURSING  
CENTER

BRAR  
BUSH BIRD  
SANCTUARY &  
NATURE CENT

MORELAND

ROAD

HILLS

NORTH

ROAD

HILLS

ROAD



**PUBLIC AFFAIRS COMMITTEE**

**AGENDA ITEM**

April 4, 2018

*DATE*

Parks and Recreation

*DEPARTMENT*

PA-03-041218

*AGENDA ITEM NUMBER*

**FISCAL IMPACT**

Cost > \$10,000.

Yes

No

**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes

No

**AGENDA ITEM:**

Intergovernmental Pool Chemical Consortium Ordinance No. 2154

**EXECUTIVE SUMMARY:**

Entering into this agreement with other municipalities we will be saving money on the purchase of required pool chemicals. The consortium has been purchasing as a group for many years and we have an opportunity to join and receive bulk rates.

**PREVIOUS BOARD ACTIONS:**

None

**RECOMMENDED BOARD ACTION:**

Motion to advertise Ordinance No. 2154 adopting a certain intermunicipal agreement for the purchase of pool chemicals and supplies among numerous municipalities.

**TOWNSHIP OF ABINGTON  
MONTGOMERY COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 2154**

**AN ORDINANCE OF THE TOWNSHIP OF ABINGTON, MONTGOMERY  
COUNTY, ADOPTING A CERTAIN INTERMUNICIPAL AGREEMENT FOR THE  
PURCHASE OF POOL CHEMICALS AND SUPPLIES AMONG NUMEROUS  
MUNICIPALITIES**

**NOW, THEREFORE, IT IS HEREBY ORDAINED AND ENACTED** by the Board of Commissioners of Abington Township as follows:

**Section 1.** Abington Township hereby adopts and directs appropriate township personnel to execute on its behalf a certain Inter-municipal Agreement regarding the purchase of pool chemicals and pool supplies by Hatfield Township, Upper Gwynedd Township, North Wales Borough, Borough of Perkaspie, Towamencin Township, Harleysville Community Center, the Nor Gwyn Pool Commission and Abington Township for the pools maintained and operated by each respective body. Said chemicals and supplies shall be purchased by Hatfield Township, Upper Gwynedd Township, North Wales Borough, Borough of Perkaspie, Towamencin Township, Harleysville Community Center, the Nor Gwyn Pool Commission and Abington Township from the successful bidder for the supply thereof pursuant to bid documents prepared by Hatfield Township for the purchase thereof. The term of the agreement shall be for a period of one (1) year and for subsequent one (1) year terms unless terminated by any party at least thirty (30) days prior to the end of the then current term.

**Section 2. Effective Date.** This Ordinance shall become effective five (5) days after its enactment.

**Section 3. Severability.** In the event that any section, sentence, clause, phrase or word of this Ordinance shall be declared illegal, invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not prevent, preclude or otherwise foreclose enforcement of any of the remaining provisions of this Ordinance.

**Section 4. Repealer.** All Ordinances or parts of Ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed.

**ORDAINED AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

TOWNSHIP OF ABINGTON  
BOARD OF COMMISSIONERS

Attest:

\_\_\_\_\_  
Richard J. Manfredi, Secretary

By: \_\_\_\_\_  
Wayne C. Luker, President

**INTERGOVERNMENTAL AGREEMENT REGARDING JOINT PURCHASE OF  
POOL SUPPLIES**

Agreement entered into this \_\_\_\_ day of \_\_\_\_\_ 2018, between Hatfield Township and Abington Township.

WHEREAS, Abington Township operates and maintains certain swimming pools known as the Crestmont Pool, located at 2595 Rubicam Ave, Willow Grove, and the Penbryn Pool located at 200 Houston Avenue, Glenside; and

WHEREAS, the operation and maintenance of said pool requires the periodic purchase of pool chemicals and supplies; and

WHEREAS, Hatfield Township also operates and maintains a swimming pool known as the Hatfield Aquatic Center located at 2500 Chestnut Street, Hatfield, Pennsylvania; and

WHEREAS, Hatfield Township purchases pool chemicals and supplies for its swimming pool and those other swimming pools operated and maintained by members of the Bucks/Mont Aquatic Consortium; and

WHEREAS, it is desirable for Abington Township to participate in the purchasing program administered by Hatfield Township for its pool chemical and pool supplies needs in that considerable cost savings can be achieved thereby.

NOW, THEREFORE, the parties hereto agree as follows:

1. Abington Township hereby agrees to participate in the purchasing program administered by Hatfield Township for the Bucks/Mont Aquatic Consortium regarding the purchase of pool chemicals and supplies, and in connection therewith agrees to supply Hatfield Township in a timely fashion an estimate of their pool chemical and pool supplies needs for



inclusion by Hatfield Township in its bid documents associated with the purchase of said chemicals and supplies by Hatfield Township and the Bucks/Mont Aquatic Consortium.

2. Hatfield Township, upon timely receipt of said pool chemical and pool supplies requirements from Abington Township, agrees to include said quantities in its bid documents to be provided to prospective bidders for the supply of pool chemicals and pool supplies to Hatfield Township and the Bucks/Mont Aquatic Consortium.

3. Abington Township shall thereafter submit to the successful bidder orders as needed for pool chemicals and pool supplies which shall be supplied to them directly by the successful bidder at the prices specified in the successful bid.

4. The term of this agreement shall be for a period of one (1) year from the date hereof. Notwithstanding the foregoing, this agreement shall continue for further terms of one (1) year unless any party hereto gives to the other party notice of termination thereof at least thirty (30) days prior to the end of the then current term.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

ATTEST:

ABINGTON TOWNSHIP

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

HATFIELD TOWNSHIP

\_\_\_\_\_

\_\_\_\_\_



**PUBLIC AFFAIRS COMMITTEE**

**AGENDA ITEM**

April 4, 2018

DATE

PA-04-041218

AGENDA ITEM NUMBER

Administration

DEPARTMENT

**FISCAL IMPACT**

Cost > \$10,000.

Yes

No

**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes

No

**AGENDA ITEM:**

Ardley Wildlife Sanctuary Project

**EXECUTIVE SUMMARY:**

On March 16, 2013 PaDEP issued NPDES Permit No. PAG130012 to the Township of Abington to discharge stormwater from MS4 sources into watersheds No. 3F and 3J of the Sandy Run Creek. In 2013 approximately 430 feet of streambank along the Sandy Run Creek were stabilized to reduce siltation by stream bank erosion.

This grant from DCED supports the construction, improvement, expansion, and repair of watershed protection projects for stream bank stabilization and the establishment of riparian vegetation to allow for the long term stability of the stream.

**PREVIOUS BOARD ACTIONS:**

A motion to adopt Resolution No. 17-015 authorizing the Township of Abington to submit an application formally requesting a grant of funds from the Watershed Restoration and Protection Program was approved by the Board of Commissioners on May 11, 2017.

**RECOMMENDED BOARD ACTION:**

Motion to accept the Watershed Restoration and Protection Program grant from the Department of Community & Economic Development (DCED) in the amount of \$100,000.00 to support the Ardsley Wildlife Sanctuary Project. The grant is for the construction and engineering relating to the expansion of a storm water basin and stream bank stabilization at the Ardsley Wildlife Sanctuary.

Contract No: C000066630

**COMMONWEALTH OF PENNSYLVANIA  
COMMONWEALTH FINANCING AUTHORITY**

**WATERSHED RESTORATION AND PROTECTION PROGRAM  
GRANT AGREEMENT**

This Contract, is entered into by and between the Commonwealth of Pennsylvania (the "Commonwealth"), acting through the Commonwealth Financing Authority (the "Grantor" or "Authority"), and

**ABINGTON TOWNSHIP  
1176 Old York Road  
Abington PA 19001**

(the "Grantee").

**BACKGROUND:**

Section 2315(a.1)(1)(vi) of the Act of February 14, 2012 (P.L. 87, No. 13) (58 Pa.C.S. §2315), referred to by the Authority as Act 13, authorizes the Commonwealth Financing Authority to award grants to eligible applicants for watershed programs and related projects.

The General Assembly of the Commonwealth has appropriated funds to the Commonwealth Financing Authority to carry out the provisions of the Act.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, the parties hereto intending to be legally bound hereby, do covenant and agree for themselves, their respective successors and assignees as follows:

**ARTICLE I  
AMOUNT OF THE CONTRACT**

Subject to the terms of this Grant, the Grantor hereby makes available to the Grantee out of funds appropriated a grant in the sum of **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) AND NO CENTS-----** or such portion thereof as may be required by the Grantee and authorized by the Grantor, subject to the condition that it shall be used by the Grantee to carry out the activities described in the application submitted by the Grantee and as approved by the Grantor, and which is incorporated herein by reference. In addition, this Grant shall be subject to Appendix A, Project Description and Special Conditions, and Appendix B, Budget Summary, which are attached hereto and incorporated herein.

**ARTICLE II  
EFFECTIVE DATES**

The term of this Grant shall commence on the Effective Date (as defined below) and shall end on JUNE 30, 2020, subject to the other provisions of this Grant.

The Effective Date shall be the date the fully executed Grant is sent to the Grantee. A fully executed contract is one that has been signed by the Grantee and by the Grantor and contains all approvals required by Commonwealth contracting procedures.

This Grant is not binding in any way, nor will the Commonwealth be bound, until this document has been fully executed and sent to the Grantee. Any cost incurred by the Grantee prior thereto are incurred at the Grantee's risk.

**ARTICLE III  
PAYMENT PROVISIONS AND FISCAL RESPONSIBILITIES**

(a) The Grantor agrees to pay the Grantee for eligible project costs incurred under this Grant between NOVEMBER 14, 2017 and JUNE 30, 2020 (the "Grant Activity Period") as follows:

- (1) Subject to the availability of state funds and other terms and conditions of this Grant, the Grantor will reimburse the Grantee based upon the Grantor's determination of the Grantee's needs and in accordance with the proposed budget as set forth in Appendix B.

The Grantor may pay the Grantee for eligible project costs at intervals to be determined by the Grantor. Under no circumstances shall the Commonwealth or the Grantor be liable for any expenditure exceeding the amount stated in this Grant or amendments hereto.

The Grantor shall have the right to disapprove any expenditure made by the Grantee which is not in accordance with the terms of this Grant and the Grantor may adjust payment to the Grantee accordingly.

- (2) Initial payments to the Grantee to perform the activities under this Grant and all other payments shall be made on invoice forms and in accordance with instructions provided by the Grantor.

To receive payments under this Grant, the Grantee shall submit requests for payment based on the Grantee's estimate of expenditures, at intervals as determined by the Grantee to meet disbursement needs. Unless otherwise instructed by the Grantor, this estimate may not exceed the current disbursement needs of the Grantee in order that the amount of cash on hand and available to the Grantee is as close to daily needs as administratively feasible. The Grantor may, however, set a minimum payment level or amount for each request for payment.

(b) Conditions for Payment:

- (1) Grant payments under this Grant shall be conditioned upon the completion of any Special Conditions set forth in Appendix A or otherwise incorporated into this Grant.
- (2) Costs allocated to program administration shall be limited to those set forth in the project budget or as otherwise revised in accordance with the amendment provisions of this Grant set forth in the Article entitled Amendments and Modifications.
- (3) Payment by the Commonwealth and all other terms of this Grant are subject to the effect of any federal deficit reduction legislation upon the availability of funds awarded by this Grant.

(c) The Grantee shall charge to the project account all approved costs of the project. All such costs, including activities contributed by the Grantee or others and charged to the project account, shall be supported by properly executed vouchers or other records indicating in proper detail the nature and propriety of the charge.

(d) Conditions for Repayment of Grant Funds:

- (1) Misuse or Failure to Use Funds.
  - (A) The Grantee agrees that it will use the funds granted hereunder, or as much as may be necessary, to carry out the aforesaid project in accordance with the terms of this Grant. If after all or any part of the funds has been paid to the Grantee and the Grantee shall fail to carry out the activities, the Grantee shall repay the Grantor the funds theretofore paid.
  - (B) If the Grantee does not use all or a portion of the funds paid under the terms of this Grant for purposes of and in accordance with this Grant, the Grantee shall be liable to the Grantor for the amount of funds unused or improperly used and shall return said funds to the Grantor.
  - (C) In the event the Grantor shall be entitled to repayment of all or a portion of the funds granted herein, the repayment shall include all interest, income, accumulations and the monetary equivalent of

any appreciation in value of any property (real, personal or mixed) purchased with the funds granted them. A check shall be written, payable to the Commonwealth of Pennsylvania, and forwarded to the Grantor for: (1) the principal and (2) the total of any such interest, income, accumulations or appreciation in value.

(2) **Violation of the Prohibition of Illegal Alien Labor on Assisted Projects Act.**

**In the event that the Grantee**

- (i) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (ii) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Grant. A check shall be written, payable to the Commonwealth of Pennsylvania, and forwarded to the Grantor.

**ARTICLE IV  
BONDING, INSURANCE AND TAX LIABILITY REQUIREMENTS**

(a) **Hold Harmless:**

The Grantee shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based or arising out of any activities performed by the Grantee and its employees and agents under this Grant; and shall defend any and all actions brought against the Commonwealth based upon any such claims or demands. It is understood and agreed that the Grantee's standard liability insurance policies shall protect, or shall be endorsed to protect, the Commonwealth from claims of bodily injury and/or property damage arising out of any activities performed by the Grantee or its employees or agents under this Grant, including business and non-business invitees, and their property and all other property sustaining damage as a direct or indirect result of the execution of this project when validly present on Grantee's premises whether or not actually engaged in the project at the time the claim inures. Such policies shall not include any provision limiting then existing sovereign immunity of the Commonwealth or of its agents or employees. Upon request, the Grantee shall furnish to the Grantor proof of insurance as required by this paragraph.

(b) Other Liability Requirements:

The Grantee shall provide workmen's compensation insurance where the same is required and shall accept full responsibility for the payment of premiums for workmen's compensation and social security and any other taxes or payroll deductions required by law for its employees who are performing activities specified by this Grant.

**ARTICLE V  
COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS**

All activities authorized by this Grant shall be performed in accordance with applicable statutes, regulations, conditions, directives, guidelines and such additional requirements as may be attached hereto as Appendix C or are otherwise provided by the Grantor. The Grantee acknowledges that this Grant is subject to all requirements set forth herein and further agrees that it will comply with future requirements determined by the Grantor as necessary.

(a) Compliance with State Statutes and Regulations:

The Grantee also agrees to comply with all applicable state statutes and regulations.

(b) Nondiscrimination/Sexual Harassment Provisions:

The Grantee agrees:

- (1) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (2) The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
- (3) The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this

Nondiscrimination/ Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.

- (4) The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- (5) The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the Grantor and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
- (6) The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- (7) The Grantee's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- (8) The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the Grantor may proceed with debarment or suspension and may place the Grantee,



subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

(c) Compliance with the State Contractor Responsibility Program:

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term Contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

- (1) The Contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
- (2) The Contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
- (3) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Grant through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Grantor if, at any time during the term of the Grant, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- (4) The failure of the Contractor to notify the Grantor of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Grant with the Commonwealth.
- (5) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible

for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- (6) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at [http://www.dgsweb.state.pa.us/DebarmentList\\_portlet/](http://www.dgsweb.state.pa.us/DebarmentList_portlet/) or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 783-6472  
FAX No: (717) 787-9138

- (d) Compliance with the Offset Provision for Commonwealth Grants:

The Grantee agrees that the Commonwealth may set off the amount of any state tax liability or other debt of the Grantee or its subsidiaries that is owed to the Commonwealth and is not being contested on appeal, against any payments due the Grantee under this or any other contract with the Commonwealth.

- (e) Compliance with The Americans with Disabilities Act:

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. §35.101 et seq., the Grantee understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Grant or from activities provided for under this Grant. As a condition of accepting and executing this Grant, the Grantee agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Commonwealth through contracts with outside contractors.

The Grantee shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Commonwealth as a result of the Grantee's failure to comply with the provisions of the above paragraph.

- (f) Compliance with Anti-Pollution Regulations:

The Grantee and its subcontractors agree that in the performance of their obligations under this Grant they shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

- (g) Contractor Integrity Provisions:

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public

confidence in the integrity of the Commonwealth contracting and procurement process.

- (1) Definitions. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
- (A) "Affiliate" means two or more entities where:
    - (i) a parent entity owns more than fifty percent of the voting stock of each of the entities; or
    - (ii) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or
    - (iii) the entities have a common proprietor or general partner.
  - (B) "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - (C) "Contractor" means the individual or entity that has entered into this contract with the Commonwealth.
  - (D) "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - (E) "Financial Interest" means either:
    - (i) Ownership of more than a five percent interest in any business; or
    - (ii) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - (F) "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts

of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.

- (G) "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

(2) In furtherance of this policy, Contractor agrees to the following:

- (A) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
- (B) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- (C) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- (D) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial

interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

- (E) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
- (i) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (ii) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (iii) had any business license or professional license suspended or revoked;
  - (iv) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (v) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening

factual circumstances or were false or should have been known to be false when entering into the contract.

- (F) Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- (G) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- (H) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (I) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and

places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

- (J) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

- (h) Compliance with the Prohibition of Illegal Alien Labor on Assisted Projects Act.

Pursuant to the Act of May 11, 2006 (P.L. 173, No. 43), known as the Prohibition of Illegal Alien Labor on Assisted Projects Act, the Grantee shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by a grant or loan issued by an executive agency of the Commonwealth of Pennsylvania.

In the event that the Grantee

- (A) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and

- (B) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall:

- (A) repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Grant, and
- (B) be ineligible to apply for any Commonwealth grant or loan for a period of two years.

(i) Right to Know Law Provisions

- (1) The Grantee or Subgrantee understands that the Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the Commonwealth Financing Authority.
- (2) If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (3) Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
  - (A) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  - (B) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.



- (4) If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
- (5) The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- (6) If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.
- (7) The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (8) Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- (9) The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

**ARTICLE VI  
ASSIGNMENT, TRANSFER, COLLATERAL USE**

This Grant shall be binding upon and inure to the benefit of the Grantor, the Grantee, and their respective successors and assigns, except that the Grantee may not assign or transfer its rights hereunder without the prior written consent of the Grantor. Approval of an assignment does not establish any legal relationship between the Commonwealth or the Grantor and any other third party, and under no circumstances shall the Commonwealth be held liable for any act or omission committed pursuant to such an assignment.

**ARTICLE VII  
INDEPENDENT CONTRACTOR**

Notwithstanding anything contained herein to the contrary, the rights and duties hereby granted to and assumed by the Grantee are those of an independent contractor only. Nothing contained herein shall be so construed as to create an employment, agency or partnership relationship between the Grantor and the Grantee.

**ARTICLE VIII  
INTEREST OF PARTIES AND OTHERS**

No officer, member, employee, independent contractor or elected official of the Authority and no member of its governing body who exercises any functions or responsibilities in the review or approval of activities being performed under this Grant shall participate in any decision relating to this Grant which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. Nor shall any such officer, member, elected official or employee of the Commonwealth or any member of its governing body have any interest direct or indirect in this Grant or the proceeds thereof.

The Grantee covenants that the Grantee (including directors, officers, members and employees of the Grantee) presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of activities required to be performed under this Grant. The Grantee further covenants that no person having any such interest shall be employed in the performance of activities for this Grant.

The Grantee represents and warrants that no elected state official or any employee of the Grantor or a member of such elected state official's or the Grantor's employee's immediate family (parent, spouse, domestic partner, child, brother or sister, daughter-in-law or son-in-law, or grandchild), or any entity in which any such person shall have an ownership interest of 5% or greater, or in which entity such person shall have a controlling interest, has received or will receive a direct or indirect pecuniary benefit from or as a result of the full execution of this Grant. Further, the Grantee represents and warrants that it has not and will not enter into any contract for goods or services with the persons enumerated above using any funds made available to Grantee under this Grant.

## **ARTICLE IX SUBCONTRACTS**

The Grantee shall not execute or concur in any subcontract with any person or entity in any respect concerning the activities herein without prior written approval of the Grantor. Such prior written approval shall not be required for the purchase by the Grantee of articles, supplies, equipment and activities which are both necessary for and merely incidental to the performance of the work required under this Grant. The Grantee shall not execute or concur in any subcontract declared disapproved by the Grantor. A subcontractor shall be automatically disapproved, without a declaration from the Grantor, if the subcontractor is currently or becomes suspended or debarred by the Commonwealth or the federal government. In any event, the Grantee shall be responsible for the quantity and quality of the performance of any of its subcontracts.

All subcontracts must contain provisions of nondiscrimination/sexual harassment as specified in the Article entitled Compliance with Applicable Statutes and Regulations, subsection (b). In addition, all subcontracts involving the pass through of Grant funds to subrecipients must include the contract closeout requirements contained in the Article entitled Contract Closeout Requirements. The Grantee is responsible for ensuring that copies of cancelled checks are received from subcontractors verifying the payment of eligible project costs incurred in accordance with the terms of this Contract, and, in the event that the Commonwealth audits this Contract, for resolving any findings contained in any audit reports. All costs deemed unallowable in any audit report involving the pass through of Grant funds to subrecipients are required to be returned to the Grantor through the Grantee.

## **ARTICLE X BIDDING REQUIREMENTS**

If the Grantee is a political subdivision or other entity for which open and competitive bidding procedures have been established by law, the Grantee shall comply with those procedures if they are applicable to the project being funded with the grant funds. Otherwise, the Grantee shall comply with open and competitive bidding procedures in awarding any and all grants, subgrants, contracts, subcontracts or other agreements in excess of \$10,000.00 for construction, reconstruction, demolition, alteration and/or repair, for acquisition of machinery and equipment, or for engagement of the services of a professional consultant, when said grants, subgrants, contracts, subcontracts or other agreements are funded in whole or at least 50% in part with funds made available under this Grant. The Grantor may require the Grantee to submit proof of compliance with said procedures, and failure to provide such proof to the satisfaction of the Grantor may result in termination of the Grant and repayment of all or a portion of the funds available under this Grant. Upon written request and for good cause shown, the Grantor may, at the Grantor's sole discretion, permit the Grantee to use an alternative procedure for solicitation of bids not inconsistent with law.

## **ARTICLE XI RECORDS**

The Grantee, using accepted procedures, shall maintain at its principal office or place of business complete and accurate records and accounts including documents, correspondence and other evidence pertaining to costs and expenses of this Grant, and reflecting all matters and activities covered by this Grant.

At any time during normal business hours and as often as the Grantor deems necessary, the Grantee shall make available for inspection by the Grantor, the Commonwealth Auditor General, the Commonwealth Attorney General, or the Comptroller General of the United States, or their duly authorized representative, all of its records with respect to all matters covered by this Grant and will permit the Grantor to audit, examine and make copies of such records.

All required records shall be maintained by the Grantee for a period of five (5) years from the date of final audit or close out of this Grant by the Grantor, except in those cases where unresolved audit questions may require maintaining some or all records for a longer period. In such event, records shall be maintained until all pending matters are resolved.

## **ARTICLE XII PROGRESS REPORTS**

The Grantee and its subcontractors shall furnish to the Grantor such progress reports in such form and quantity as the Grantor may from time to time require, including, but not limited to, status reports of the project, project account statements, certificates, approvals, proposed budgets, invoices, copies of all contracts executed and proposed, employment placements, follow-up reports and any and all other information relative to the Grant as may be requested. The Grantor or its representative shall have the right to make reasonable inspections to monitor the Grantee's performance under this Grant.

In the event that the Grantor determines that the Grantee or its subcontractor(s) has not furnished such reports as required by the Grantor, the Grantor, by giving written notice to the Grantee, may suspend payments under this Grant until such time as the required reports are submitted.

## **ARTICLE XIII ACKNOWLEDGMENT OF COMMONWEALTH ASSISTANCE**

Any publication concerning a project financed by the Grantor will acknowledge Commonwealth financial assistance as follows:

"This Project was financed *[in part]* by a grant from the Commonwealth of Pennsylvania, Commonwealth Financing Authority."

Signs acknowledging said Commonwealth financial assistance or administrative participation will be erected in the project area as soon as possible after the effective date of this Grant. Acknowledgment of Commonwealth financial assistance may be combined with acknowledgment of other funding sources on project signs or in project publications.

#### **ARTICLE XIV CONTRACT CLOSEOUT REQUIREMENTS**

Unless otherwise directed in writing by the Grantor, the Grantee shall, within 45 days of the Grantee's receipt of the final payment of grant funds under this Contract, submit copies of cancelled checks verifying the payment of eligible project costs incurred in accordance with the terms of this Contract and copies of cancelled checks verifying the expenditure of any required matching funds.

All terms and conditions of this Contract will remain in effect and be binding upon the parties thereto until all cancelled checks, totaling the entire amount of grant funds received by the Grantee under this Contract and the entire amount of required matching funds, are submitted and accepted by the Grantor.

The Commonwealth reserves the right for state agencies or their authorized representative to perform audits of a financial or performance nature if deemed necessary. The costs for any such work performed by the state or federal agencies will be borne by those agencies at no additional expense to the Grantee. In the event that the Commonwealth audits this Contract, all costs deemed unallowable in any audit report are required to be returned by the Grantee to the Grantor.

#### **ARTICLE XV TEMPORARY SUSPENSION OF THE CONTRACT**

Upon written notice and at any time during the period covered under this Grant, the Grantor may suspend payments and/or request suspension of all or any part of the Grant activities. The Grantor may give such notice to suspend for the following reasons:

- (a) Violations of laws and regulations, audit exceptions, misuse of funds, failure to submit required reports or when responsible public officials or private citizens make allegations of mismanagement, malfeasance or criminal activity.
- (b) When, in the opinion of the Grantor, the activities cannot be continued in such manner as to adequately fulfill the intent of statute or regulations due to act of God, strike or disaster.

During the term of suspension, the Grantor and Grantee shall retain and hold available any and all funds previously approved for application to the activities. During this period all such funds held by the Grantee shall be placed in an interest bearing program expenditures account. The Grantee may not expend any such funds during the period that the Grant is suspended except pursuant to order of a court of competent jurisdiction. The Grantee shall have the right to cure any default or other circumstance that is the basis for suspension of this Grant within a reasonable period of time.

This Grant is also conditioned upon complete performance by the Grantee of past agreements or contracts between the Grantor and the Grantee. Complete performance includes the Grantee's timely submission of the required final audit of past agreements or contracts to the Grantor. In the event that the Grantor determines that there has been incomplete performance of past agreements or contracts by the Grantee, the Grantor, by giving written notice to the Grantee, will suspend payments under this Grant until such time as the Grantee has fulfilled its obligations under past agreements or contracts to the satisfaction of the Grantor. When the Grantee has fulfilled its obligation under past agreements or contracts to the Grantor's satisfaction, the Grantor will resume payments under this Grant.

#### **ARTICLE XVI TERMINATION OF THE CONTRACT**

The Grantor may terminate this Grant at any time for its convenience or for any other reason if it determines that termination is in its best interests, or is otherwise appropriate, by giving written notice to the Grantee of such termination and specifying the effective date thereof. Termination pursuant to this section shall not be applicable to funds that the Grantee is legally or contractually obligated to pay as a result of project activities entered into prior to the date that it receives written notice of termination. All grant monies not legally or contractually obligated, plus accrued interest, shall be returned to the Grantor on or before the effective date of termination and all project records shall be made available to the Grantor.

#### **ARTICLE XVII ENTIRE AGREEMENT**

This Grant, when signed by all the parties hereto, constitutes the full and complete understanding and agreement of the parties of its express terms as provided above.

No provision of this Grant shall be construed in any manner so as to create any rights in third parties not party to this Grant. It shall be interpreted solely to define specific duties and responsibilities between the Grantor and the Grantee and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

#### **ARTICLE XVIII AMENDMENTS AND MODIFICATIONS**

A properly executed Grant amendment is required to change the termination date of this Grant, to change the Grant Activity Period, to amend the grant amount or to make major changes in the approved program scope, objectives or methods. Such an amendment must be executed if there is a significant change in the activities to be conducted under this Grant. Other revisions to the Project Description or Budget may be made upon written approval from the Grantor after prior written request of the Grantee; provided, the request is made by the Grantee and approved by the Grantor prior to the termination or expiration of the Grant.

**ARTICLE XIX  
SEVERABILITY**

Should any section or any part of any section of this Grant be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or part of any section of this Grant.

**ARTICLE XX  
CONSTRUCTION**

This Grant shall be interpreted and construed in accordance with federal law, where applicable, and with the laws of the Commonwealth. All of the terms and conditions of this Grant are expressly intended to be construed as covenants as well as conditions. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

**ARTICLE XXI  
NONWAIVER OF REMEDIES**

No delay or failure on the part of the Grantor in exercising any right, power or privilege hereunder shall affect such right, power or privilege; nor shall any single or partial exercise thereof or any abandonment, waiver, or discontinuance of steps to enforce such a right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies of the Grantor hereunder are cumulative and concurrent and not exclusive of any rights or remedies which it might otherwise have. The Grantor shall have the right at all times to enforce the provisions of this Grant in accordance with the terms hereof notwithstanding any conduct or custom on the part of the Grantor in refraining from so doing at any time or times. The failure of the Grantor at any time or times to enforce its rights under such provisions, in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to specific provisions of this Grant or as having in any way or manner modified or waived the same.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on:

WITNESS:

**ABINGTON TOWNSHIP**

**For Authority signatures only**



Federal Identification Number 236000025

**Commonwealth Financing Authority**

**GRANTEE: Please sign & complete at "X's" only**



\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

X By \_\_\_\_\_ (Seal)

X Title \_\_\_\_\_

X Date \_\_\_\_\_

X By \_\_\_\_\_

X Title \_\_\_\_\_

X Date \_\_\_\_\_

**For Commonwealth signatures only**



**Approved as to Legality and Form**

\_\_\_\_\_  
Authority Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Office of Attorney General

\_\_\_\_\_  
Date





**PUBLIC AFFAIRS COMMITTEE**

**AGENDA ITEM**

April 4, 2018

DATE

PA-05-041218

AGENDA ITEM NUMBER

Engineering & Code

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

**AGENDA ITEM:**

Delaware River Restoration Program Grant (NFWF) for Ardsley Wildlife Sanctuary Basin Retrofit and Stream Restoration.

**EXECUTIVE SUMMARY:**

The Ardsley Wildlife Sanctuary is located in the Sandy Run portion of the Wissahickon Watershed and has been identified as a priority for implementation of improved stormwater control measures. The project proposes retrofitting the existing basin to provide additional storage and extended detention. The project also proposes to stabilize the extremely eroded streambanks.

The required 25% Township match can be met using the previously awarded \$100,000.00 from DCED. The Wissahickon Valley Watershed Association will assist the Township with the application process.

**PREVIOUS BOARD ACTIONS:**

The Township applied for a DCED Grant and in November, 2017 and was approved for \$100,000.00 of the \$300,000.00 that was requested.

**RECOMMENDED BOARD ACTION:**

Motion to approve the application for a grant for the Ardsley Wildlife Sanctuary Basin Retrofit and Stream Restoration in the amount of \$250,000.00.



**FINANCE COMMITTEE**

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**AGENDA ITEM**

MARCH 20, 2018

*DATE*

Finance

*DEPARTMENT*

FC-01-032018

*AGENDA ITEM NUMBER*

**FISCAL IMPACT**

Cost > \$10,000.

Yes

No

**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes

No

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**AGENDA ITEM:**

Investments

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**EXECUTIVE SUMMARY:**

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**PREVIOUS BOARD ACTIONS:**

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**RECOMMENDED BOARD ACTION:**

Approve investments for the month of February. It was noted that investments for the month totaled \$245,000.00. Interest rate yields were 1.850%.



**FINANCE COMMITTEE**

**AGENDA ITEM**

MARCH 20, 2018

*DATE*

Finance

*DEPARTMENT*

FC-03-032018

*AGENDA ITEM NUMBER*

**FISCAL IMPACT**

Cost > \$10,000.

Yes

No

**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes

No

**AGENDA ITEM:**

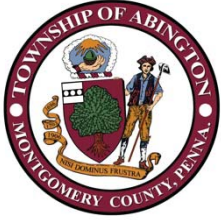
Clearing Fund/Deferred Revenue and Expense/Petty Cash

**EXECUTIVE SUMMARY:**

**PREVIOUS BOARD ACTIONS:**

**RECOMMENDED BOARD ACTION:**

Approve the Clearing Fund, the Deferred Revenue/Expense activity and Petty Cash balances for the month of February. Clearing fund receipts and disbursements for the month of February 2018 were \$19,789.01 and (\$13,073.37), respectively. Deferred Revenue/Expense receipts and disbursements for the month of February 2018 were \$0.00 and (\$0.00) respectively.



**FINANCE COMMITTEE**

**AGENDA ITEM**

MARCH 20, 2018

*DATE*

Finance

*DEPARTMENT*

FC-04-032018

*AGENDA ITEM NUMBER*

**FISCAL IMPACT**

Cost > \$10,000.

Yes

No

**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes

No

**AGENDA ITEM:**

Training and Conference Expenses

**EXECUTIVE SUMMARY:**

**PREVIOUS BOARD ACTIONS:**

**RECOMMENDED BOARD ACTION:**

Approve the Advance and Travel Expense activity for February 2018. Advance and Travel Expense reports were \$0.00 and \$724.02 respectively. Two-month expenses totaled \$4,636.58.



**FINANCE COMMITTEE**

**AGENDA ITEM**

MARCH 20, 2018

DATE

Finance

DEPARTMENT

FC-05-032018

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

**AGENDA ITEM:**

Resolution No. 18-017 Appointing Delegate and Alternate Delegates for Tax Collection Committee (TCC)

**EXECUTIVE SUMMARY:**

Act 32 § 505(b) requires the governing bodies of townships, boroughs, cities, and school districts to appoint one voting delegate and one or two alternate delegates to be their Tax Collection Committee (TCC) representatives.

**PREVIOUS BOARD ACTIONS:**

Resolution No. 15-003 adopted on 1/8/15 to appoint Kevin S. Barron as primary voting delegate, Jeannette M. Hermann as first alternate voting delegate, and Michael LeFevre as second alternate voting delegate for the Tax Collection Committee.

**RECOMMENDED BOARD ACTION:**

Motion to adopt Resolution No. 18-017 to appoint Richard J. Manfredi as second alternate voting delegate for the Tax Collection Committee, effective April 13, 2018, due to the retirement of Michael LeFevre.

**RESOLUTION NO. 18-017**

**Appointing Delegate and Alternate Delegates  
for Tax Collection Committee (TCC)**

**WHEREAS**, Act 32 § 505(b) requires the governing bodies of townships, boroughs, cities, and school districts to appoint one voting delegate and one or two alternate delegates to be their Tax Collection Committee (TCC) representative. The purpose of this resolution is to appoint the required delegates.

**NOW, THEREFORE, BE IT RESOLVED** by the Commissioners of the Township of Abington that the following individuals are hereby appointed as TCC delegates for the Township of Abington:

1. Primary voting delegate: Kevin S. Barron
2. First alternate voting delegate: Jeannette M. Hermann
3. Second alternate voting delegate: Richard J. Manfredi
4. If the primary voting delegate cannot be present for a TCC meeting, the first alternative voting delegate shall be the representative at the TCC meeting. If both the primary voting delegate and first alternative voting delegate cannot be present for a TCC meeting, the second alternate voting delegate shall be the representative at the TCC meeting. The work address for both the primary and alternate delegates is 1176 Old York Road, Abington, PA 19001, and the phone number is 267-536-1000.
5. These appointments are effective April 13, 2018 and shall continue until successors are appointed. The delegates shall serve at the pleasure of the Commissioners and may be removed at any time.
6. The Township Manager is hereby directed to send copies of this Resolution to the Superintendent of the Abington School District, the Montgomery County Board of Commissioners, and the Governor's Center for Local Government Services of the Pennsylvania Department of Community and Economic Development.

**ADOPTED this 12<sup>th</sup> day of April, 2018.**

TOWNSHIP OF ABINGTON

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Wayne C. Luker, President  
Board of Commissioners

ATTEST:

---

Richard J. Manfredi, Secretary



**FINANCE COMMITTEE**

**AGENDA ITEM**

APRIL 12, 2018

*DATE*

Human Resources

*DEPARTMENT*

FC-06-041218

*AGENDA ITEM NUMBER*

**FISCAL IMPACT**

Cost > \$10,000.

Yes

No

**PUBLIC BID REQUIRED**

Cost > \$19,700.

Yes

No

**AGENDA ITEM:**

Disposition of Certain Human Resources Office Records

**EXECUTIVE SUMMARY:**

**PREVIOUS BOARD ACTIONS:**

March 9, 1989 Board adopted Ordinance No. 1652 providing for the retention and destruction or transfer of municipal records of the Township of Abington, adopting the provisions of Chapter 13 of Title 46 of the Pennsylvania Code, effective as of the date of adoption of this Ordinance, for the Township of Abington.

March 10, 2011 Board adopted Resolution No. 11-009, declaring the Township of Abington's intention to follow the schedules and procedures for disposition of records as set forth in the Municipal Records Manual approved on December 16, 2008.

**RECOMMENDED BOARD ACTION:**

Motion to adopt Resolution No. 18-018 authorizing the disposition of certain Human Resources Office records as set forth in Exhibit "A".

**TOWNSHIP OF ABINGTON  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 18-018**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF  
ABINGTON, MONTGOMERY COUNTY, PENNSYLVANIA, AUTHORIZING THE  
DISPOSITION OF CERTAIN HUMAN RESOURCE RECORDS**

**WHEREAS**, by virtue of Resolution No.11-009, adopted March 10, 2011, the Township of Abington declared its intent to follow the schedules and procedures for the disposition of records as set forth in the Municipal Records Manual approved December 16, 2008, and,

**WHEREAS**, in accordance with Act 428 of 1968 each individual act of disposition shall be approved by resolution of the governing body of the municipality;

**NOW, THEREFORE, BE IT RESOLVED** this 12<sup>th</sup> day of April, 2018, that the Board of Commissioners of the Township of Abington, Montgomery County, Pennsylvania, in accordance with the above-cited Municipal Records Manual, hereby authorizes the disposition of the public records as set forth in Exhibit "A" hereto.

TOWNSHIP OF ABINGTON

Attest:

\_\_\_\_\_  
Richard J. Manfredi, Secretary

By:

\_\_\_\_\_  
Wayne C. Luker, President  
Board of Commissioners



## **RESOLUTION NO. 18-018 (continued)**

### **Page Two**

#### **EXHIBIT "A"**

##### **DISPOSITION OF HUMAN RESOURCES OFFICE RECORDS AS LISTED BELOW:**

###### 2015 and prior Applications for Employment (Not Hired)

- Retain 2 years ( as stated in Municipal Records Manual approved December 16, 2008 reference PS-2; Personnel Records - 1)

###### 2010 and prior Retiree Reimbursement Records – Original Requests

- Retain 7 Years (as stated in Municipal Records Manual approved December 16, 2008 – reference FN-2 Account Payable Files and Ledgers; Financial and Purchasing - 1)

###### 2010 and prior Random Drug Test Invoices - Originals

- Retain 7 Years (as stated in Municipal Records Manual approved December 16, 2008 – reference FN-2 Account Payable Files and Ledgers; Financial and Purchasing - 1)

###### 2014 and prior Health Benefit Waiver Forms

- Retain as long as of administrative value (as stated in Municipal Records Manual approved December 16, 2008 – reference AL-1 Administrative and Subject Files; Administrative and Legal - 1)

###### 2015 and prior Internal Flu Shot Schedules and Sign-up Sheets – no medical information included

- Retain as long as of administrative value (as stated in Municipal Records Manual approved December 16, 2008 – reference AL-1 Administrative and Subject Files; Administrative and Legal - 1)

###### 2014 and prior Random Drug Test Results – DOT, NON-DOT and Police personnel

- Retain as stated in Municipal Records Manual approved December 16, 2008 reference PS-4 Comply with retention requirements promulgated by the appropriate licensing agency.
- U.S. Department of Transportation, Office of the Secretary, Office of Drug & Alcohol Policy & Compliance
  - FMCSA – Motor Carrier, 49 CFR part 382.401
    - Retain 1 year : Negative drug test results  
Alcohol test results less than 0.02

###### 2010 and prior Health Insurance Invoices

- Delaware Valley Health Trust – Medical
- Delaware Valley Health Trust – Delta Dental
- Fidelio Dental Insurance
- AETNA Medicare
- Retain 7 Years (as stated in Municipal Records Manual approved December 16, 2008 – reference FN-2 Account Payable Files and Ledgers; Financial and Purchasing - 1)

###### 2014 and prior Time Off Request Forms for HR Assistant

- Retain 3 years (as stated in Municipal Records Manual approved December 16, 2008 Reference PL-14 Time Cards and Attendance Records- Includes Vacation and Leave Slips and Work Schedules; Payroll Records – 3)

# **Unfinished Business**



## ADMINISTRATIVE CODE AND LAND DEVELOPMENT

### AGENDA ITEM

April 4, 2018

DATE

ACL-01-041218

AGENDA ITEM NUMBER

Engineering & Code

DEPARTMENT

#### FISCAL IMPACT

Cost > \$10,000.

Yes

No

#### PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

#### AGENDA ITEM:

Mr. Arthur B. Herling and ABH Builders, Inc.

#### EXECUTIVE SUMMARY:

The property owner is Joseph & Ellen Staerk and the proposed developer is ABH Builders, Inc. The developer proposes to improve the vacant parcel with a two-story four-unit apartment structure. The plan calls for on-site storm water management, an on-site parking lot for eight vehicles and additional plantings with the required buffers. This is a vacant tract of ground located on eastern side of Easton Road, north of Edge Hill Road and south of Tyson Avenue. The property is zoned within the Main Street Village Center District of Ward No. 11 of the Township of Abington.

#### PREVIOUS BOARD ACTIONS:

The Planning Commission of the Township of Abington reviewed this proposal at their meeting held on February 27, 2018 with their attached recommendation. The Montgomery County Planning Commission review letter dated February 23rd is attached.

#### RECOMMENDED BOARD ACTION:

Motion to approve the Land Development Application submitted by ABH Builders, Inc. for the vacant property located at 1043 Easton Road, Abington, PA 19001

**Township of Abington  
APPLICATION FOR MODIFICATION OF PLAN**

Submission Date 1/16/2018 Application No. LD-18-01

To the Board of Commissioners of the Township of Abington:

The undersigned hereby makes application for modification of plan application requirements as indicated below, under the provisions of the Code of Abington Township, Chapter 146, entitled 'The Subdivision and Land Development Regulations of the Township of Abington of 1991', and any supplements and amendments thereto.

[Signature]  
Signature of Applicant

[Signature]  
Signature of Land Owner

Title of Plan Submitted: Land Development Plan prepared for Tax Block 195 Unit 15

A. Plan Type:

- Minor Subdivision
- Preliminary Major Subdivision
- Final Major Subdivision
- Preliminary Major SD & LD

- Minor Land Development
- Pre Major Land Development
- Final Major Land Development
- Final Major SD & LD

**Regulation Topic**

**Section #**

**Extent of Modification Requested**

<u>Regulation Topic</u>	<u>Section #</u>	<u>Extent of Modification Requested</u>
Utilities	146-11.B.(7)	(Partial Waiver) From the requirement to show public utilities within 400 feet of the site except as requested by the Twp. Eng.
Parking	146-28.A	To permit parking spaces 9 feet wide by 18 feet long

Fees acknowledged and modification request received:

[Signature]  
Signature of Official

**RECEIVED**  
JAN 16 2018

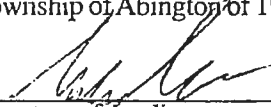
Date                       
BY: [Signature]

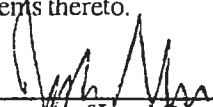
**Township of Abington**  
**APPLICATION FOR APPROVAL OF PLAN**

Submission Date 11/16/2018 Application No. LD-18-01

To the Board of Commissioners of the Township of Abington:

The undersigned hereby makes application for approval of plan type as indicated below, under the provisions of the Code of Abington Township, Chapter 146, entitled 'The Subdivision and Land Development Regulations of the Township of Abington of 1991', and any supplements and amendments thereto.

  
\_\_\_\_\_  
Signature of Applicant

  
\_\_\_\_\_  
Signature of Land Owner

Title of Plan Submitted: Land Development Plan prepared for Tax Block 195 Unit 15

A. Plan Type:

- |  |  |
|--|--|
| <input type="checkbox"/> Minor Subdivision             | <input checked="" type="checkbox"/> Minor Land Development |
| <input type="checkbox"/> Preliminary Major Subdivision | <input type="checkbox"/> Pre Major Land Development        |
| <input type="checkbox"/> Final Major Subdivision       | <input type="checkbox"/> Final Major Land Development      |
| <input type="checkbox"/> Preliminary Major SD & LD     | <input type="checkbox"/> Final Major SD & LD               |

B. Plan Identification:

Plan Dated: 12/29/17 Engineer: Nick T. Rose, P.E., ProTract Engineering, Inc.

Plan Proposes: Brief narrative of the proposed activity. Commercial applications to include building square footage and specific uses; Residential applicants to include number of lots and amount of dwelling unit types:

Proposed two-story, 4-unit apartment building with a proposed driveway and parking area.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Property Identification:

Address/Location Easton Road, Tax Block 195 Unit 15  
between streets Edge Hill Road and Tyson Avenue

(continued on next page)

D. Applicant Identification:

Applicant Arthur Herling, ABH Builders  
 Address 775 Penlyn-Blue Bell Pike, Blue Bell, PA 19422 Phone 215-643-2500

Land Owner Joseph & Ellen Staerk  
 Address 442 Easton Road, Glenside, PA 19038 Phone 215-887-0626

Equitable Land Owner \_\_\_\_\_  
 Address \_\_\_\_\_ Phone \_\_\_\_\_

Architect \_\_\_\_\_  
 Address \_\_\_\_\_ Phone \_\_\_\_\_

Engineer Nick T. Rose, P.E., ProTract Engineering, inc.  
 Address P.O. Box 58, Hatboro, PA 19040 Phone 215-442-9230

Attorney \_\_\_\_\_  
 Address \_\_\_\_\_ Phone \_\_\_\_\_

**IMPROVEMENTS PROPOSED**                      **UNITS**                      **ESTIMATED COST**

Streets	_____
Street Widening	_____
Street Signs	_____
Street Lighting	_____
Curbs	_____
Sidewalks	_____
Storm Sewers	_____
Water Supply	_____
Fire Hydrants	_____
Sanitary Sewers	_____
Monuments	_____
Shade Trees	_____
Open Space	_____
Park Lane	_____
Other	_____
	_____
Total Cost:	_____

Fees received from applicant:

Application Fee 300.00  
 Review Escrow 2,500.00  
 Total \$2,800.00

Fees acknowledged and application accepted as complete:

Signature of Official

**RECEIVED**  
 Date JAN 16 2018  
 BY:

check # 6758 - 2500.00 - #881401  
 check # 6759 - 300.00 - #881402

# Township of Abington Planning Commission Recommendation Form

**Application Number:** LD-18-01

**Date:** February 27, 2018

**Applicant's Name:** Arthur B. Herling & ABH Builders, Inc.

**Applicant's Address:** 775 Penllyn-Blue Bell Pike, Blue Bell, Pa. 19422

**Recommendation:**  APPROVED     DENIED    VOTE: 6 of 6

**Over View:**

**PC1:** This is the application of **Mr. Arthur B. Herling & ABH Builders, Inc.** for the property located at 1043 Easton Road, Abington, Pa. 19001. The applicant proposes to develop the vacant property and construct a two story four unit apartment building. The plan also proposes eight on-site parking stalls, on-site storm water management and additional landscaping within the required buffers. This is a vacant tract of ground located on eastern side of Easton Road, north of Edge Hill Road and south of Tyson Avenue. The property is zoned within the Main Street Village Center District of Ward #11 of the Township of Abington.

**Conditions:**

1. The items listed within the Staff Review letter dated February 7, 2018 are to be taken under consideration and addressed to satisfaction of the Board of Commissioners of the Township of Abington.
2. In the event that this application is approved, the Township of Abington is unable to record the approve plan until such time that the sanitary sewer connections have been approved by DEP.
3. The applicant must install a crosswalk at base of the driveway to connect the newly installed sidewalks.
4. Parking light lighting must be to comply with the requirements of the Zoning Ordinance.

5. The street trees are to be installed within the side yard areas and not between the front building façade and the proposed retaining wall.
6. The portion of the hashed area within the parking lot not used for the required ADA parking stall should be converted to green space.
7. Install a sidewalk behind the building to connect all the rear entry doors from the parking lot to the public sidewalk. This walkway should also be large enough to store the unit's trash cans.
8. Revise the on-site storm water management system to include the increase in impervious coverage from the added walkways and trash can pads.
9. The applicant should schedule a meeting with our Refuse Department to discuss the best way to handle waste collection from this site.
10. The plan must be revised to comply with the zoning requirements as listed in the staff review letter.

The following waivers have been requested.

- A. **Section 146-11.A - Property Identification Plan** – The plan is required to supply the tax parcel information, owner's name & lot area for all properties within 400 feet of the site involved in this application. Yes {X} No { }
- B. **Section 146-11.B – Existing Features Plan** – The plan is required to plot the location of all utilities on the sites and within 400 feet of the properties involved in this application. Yes {X} No { }
- C. **Section 146-11.C – Proposed Layout Plan** – The plan is required to plot the location of all existing utilities, to include the size, type and depth of all existing improvements proposed to remain and be removed. Yes {X} No { }
- D. **Section 146-11.L – Architectural Plan** – Architectural plans have not been submitted. No development is proposed with this application. Yes {X} No { }.
- E. **Section 146-11.G – Utility Plan** - The applicant is required to provide detail on the type, size, depth and location of all utilities. Yes {X} No { }.



- F. **Section 146-11.H – Landscaping & Shade Tree Plan** – The applicant is required to submit a landscaping plan that plots the location of all trees proposed to be removed. The plan should also plot the location of tree protection methods to be used and the size, type and location of all proposed plant growth to be installed. Yes { } No {X}.
- G. **Section 146.11.J – Recreational Facilities Plan** – No portion of this pending development is proposed to offered as public open space. Yes {X} No { }

MAPenecale  
2/27/2018



# Township of Abington

Wayne C. Luker, *President*  
Steven N. Kline, *Vice President*  
Richard J. Manfredi, *Manager*  
Jay W. Blumenthal, *Treasurer*

Mr. Arthur Herling  
ABH Builders, Inc.  
775 Penllyn Blue Bell Pike  
Blue Bell, Pa. 19442

February 7, 2018

**Re: Land Development Plan submitted for Parcel #300014488008, Block #195, Unit #015, known as Application LD-18-01.**

Dear Mr. Herling,

Staff of the Township of Abington have received and reviewed the land development submission packet for the four unit apartment building on Parcel #300014466008. The property is zoned within the Main Street Village District of Ward #11 of the Township of Abington. The plan proposes the development of a four unit apartment building with on-site parking and storm water management on the vacant tract. The following is a listing of the staff review comments that need to be addressed to the satisfaction of the Board of Commissioners of the Township of Abington. Several of the conditions listed within this staff review letter are permit related comments and must be addressed at the time permits are submitted for review. Those comments will be clearly marks with a (BP).

## **Engineering Department:**

1. Sanitary sewer is available for this development and will flow through Abington Township to Abington Township Waste Water Treatment Facility. The applicant should contact Mr. George Wrigley, Director of Waste Water Utilities, at 215-886-0934 with questions concerning either the Planning Module or Exemption Mailer.
2. The property will be addressed as 1034 Easton Road, Abington, Pa. 19001
3. Easton Road is a County Road. Any work that is proposed within either the roadway or the right-of-way must be permitted and/or approved by Montgomery County Roads & Bridges Department. {BP}
4. The stormwater management methods and report submitted for review is acceptable. The stormwater management permit and fee will need to be submitted before any construction permits are approved. Attached is the application and fee schedule for your

review and use. You can find additional information on our MS4 Ordinance and related stormwater information on our website: <http://www.abington.org/resident/stormwater-management>>.

5. The Engineer & Code Office requires a \$5,000.00 escrow for stormwater management, erosion control installation and the required inspections. The escrow must be submitted prior to the release of any permits and will be held until ground cover is in place at the completion of the project. These funds will be used in the event that applicant fails to maintain soil erosion controls and the site becomes unsafe or fall below the minimum requirements of the approved plan.
6. The applicant is required to submit an as-built plan to the Engineering/Code Office upon completion of the project.
7. Please relocate all signature blocks to the bottom of the sheet.

**Fire Marshal's Office:**

8. The applicant is required to add fire lanes and fire access walkways as per the requirements of Section 146-41 of the Subdivision & Land Development Ordinance. In the alternative, a waiver is required to be obtained.
9. The plan needs to be revised to plot the location of the Fire Department Connection {FDC}. The placement of the existing fire hydrant can be found on the Location Map in the upper right hand corner of Sheet #1. Contact the Fire Marshal's Office for approval of the FDC location.
10. This building is required to be protected with a sprinkler system, Knox Box and a fire alarm system. {BP}

**Waste Water Treatment Facility:**

11. This plan has been reviewed by Mr. Wrigley and the applicant has submitted an ACT 537 Exemption Mailer to DEP for review and approval.

**Code Enforcement Department:**

12. Please be aware that all proposed construction, alterations and additions must comply with the requirements of the 2009 International Building Code as amended by Abington Township Ordinance 1684. (BP)

13. All proposed alterations must comply with the 2009 International Construction Code for accessibility. (BP)
14. Also please be aware that all plumbing work within the Township of Abington is governed by 2009 International Plumbing Code, electrical work must conform the 2009 National Electrical Code, all mechanical work must comply with the 2009 International Mechanical Code and Abington Township enforces the 2009 International Energy Conservation Code. {BP}
15. All contractors and sub-contractors working on this site are required to be registered with the Township of Abington. Valid liability and worker's compensation insurance is required. (BP)
16. Plumbing work is proposed in connection with this application. All plumbing work proposed is required to be applied for and completed by a Master Plumber that is registered with this office. (BP)

**Planning & Zoning Office:**

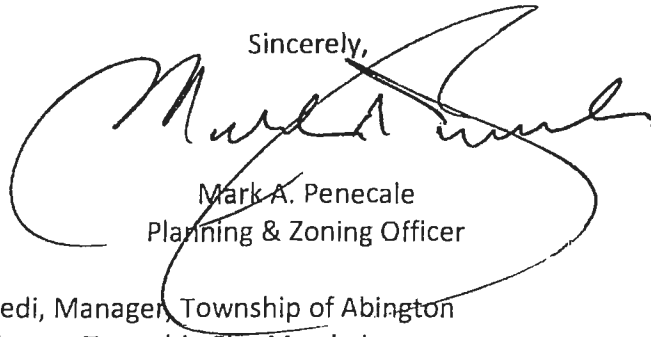
17. The property is zoned within the Main Street Village District and the proposed use of the property as a Use H-1 Apartment Building is a use-by-right.
18. The applicant submitted a dimensional requirements chart on Sheet #1 that shows compliance with the dimensional requirements of Figure 10:20 of the Zoning Ordinance. However, this office is unable to confirm compliance with the requirements of Section 1007 {Design Standards} of the Zoning Ordinance. The applicant is required to submit the required detailed plans so that a compliance review can be completed.
19. The applicant has not provided any detail on the existing tree growth on the property, any tree(s) proposed to be removed or any detail on the required landscape buffers as per the requirements of Section 2403.B of the Zoning Ordinance.
20. Sidewalks and street trees are required to be installed along the 100 foot frontage of this property.
21. The request to allow for on-site parking stalls of 9 feet in width by 18 feet depth requires a dimensional variance from the Zoning Hearing Board. I would suggest that this application be placed on hold until the required relief is obtained from the Zoning Hearing Board.

22. In order to improve the sight line of the proposed driveway for traffic traveling north on Easton Road, this office suggests the proposed retaining wall not be extended into the public right-of-way .
23. In the event that the Board of Commissioners of the Township of Abington approve this plan, the final plan will not be signed by the Township of Abington until such time that the applicant has DEP approval for the required EDU's and Highway Permit from Montgomery County.
24. I am unable to locate a trash containment area on the plan. Please provide detail of how solid waste will be addressed for this development. If a dumpster is proposed, details on the location, construction and screening is required to be submitted.
25. The applicant is required to provide detail on the proposed parking lot lighting.
26. This application was reviewed as a final minor land development plan. This application will require waivers from the following Sections of the Subdivision & Land Development Ordinance of the Township of Abington:
  - A. **Section 146-11.A - Property Identification Plan** – The plan is required to supply the tax parcel information, owner's name & lot area for all properties within 400 feet of the site involved in this application.
  - B. **Section 146-11.B – Existing Features Plan** – The plan is required to plot the location of all utilities on the sites and within 400 feet of the property involved in this application.
  - C. **Section 146-11.C – Proposed Layout Plan** – The applicant is required to provide detail on the type, size, depth and location of all utilities.
  - D. **Section 146-11.G – Utility Plan** - The applicant is required to provide detail on the type, size, depth and location of all utilities
  - E. **Section 146-11.H – Landscaping & Shade Tree Plan** – The applicant is required to submit a landscaping plan that plots the location of all trees proposed to be removed. The plan should also plot the location of tree protection methods to be used and the size, type and location of all proposed plant growth to be installed.
  - F. **Section 146.11.J – Recreational Facilities Plan** – No portion of this pending development is proposed to offered as public open space.

- G. **Section 146-11.K – Planning Module** – The applicant has submitted an ACT 537 exemption mailer that has been forwarded to Mr. Wrigley for review. That application is currently under review by DEP.
- H. **Section 146.11.L – Architectural Plan** – The applicant is required to submit tentative architectural plan of the proposed new building. These plan are required to ensure compliance with the requirements of Section 1007 of the Zoning Ordinance.

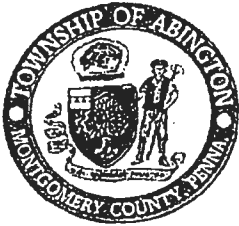
This application is scheduled to be reviewed by the Planning Commission of the Board of Commissioners of the Township of Abington. Any revisions to the plans submitted must be received by my office at least 14 days prior to the next scheduled meeting. If there are any questions pertaining to the comments listed above, I would ask that you contact the reviewing department directly or I can be reached at 267-536-1017.

Sincerely,



Mark A. Penecale  
Planning & Zoning Officer

Cc: Richard J. Manfredi, Manager, Township of Abington  
John Rohrer; Abington Township Fire Marshal  
George Wrigley, Director, Waste Water Treatment Facilities  
Scott Marlin; Engineering & Code Office  
Ofc. Al Freed; Abington Police Department/Community Policing  
File Copy (2)



# Township of Abington

Wayne C. Luker, *President*  
Steven N. Kline, *Vice President*  
Richard J. Manfredi, *Manager*  
Jay W. Blumenthal, *Treasurer*

**STORMWATER MANAGEMENT PERMIT APPLICATION FOR NON-RESIDENTIAL PROPERTIES**  
Engineering Department, Abington Township, PA  
267-536-1044

Date: \_\_\_\_\_ Property Location: \_\_\_\_\_

Parcel No.: \_\_\_\_\_ Owner(s): \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Applicant Address: \_\_\_\_\_

Applicant Phone #: \_\_\_\_\_

**PLEASE NOTE: SOIL EROSION CONTROL methods are required for ANY earth disturbance project. It is the responsibility of the homeowner for the upkeep of all storm water management control facilities on their property during the construction and after the project is completed. This includes but is not limited to:**

- Weekly weeding and watering (Rain Garden)
- Annual mulching, pruning and replanting should occur (Rain Garden)
- Sediment removal after large storm events and during extreme weather
- Inspect after large storm events for blockages from downspouts and to clean-out to the pit
- Clear all debris, as necessary
- Replace piping and stone when system is overflowing frequently

Application Fee:	<u>\$250.00</u>	Escrow: ten (10) years for future inspections: (\$200 per inspection x 10 years =) \$2,000*  *This is a separate check to be deposited into a non-interest bearing account.
Inspection Fee: (\$100/hr.)	\$ _____	
Soil Erosion Control Escrow: (to be returned if there is no problems during construction)	\$ _____	
TOTAL DUE:	\$ _____	

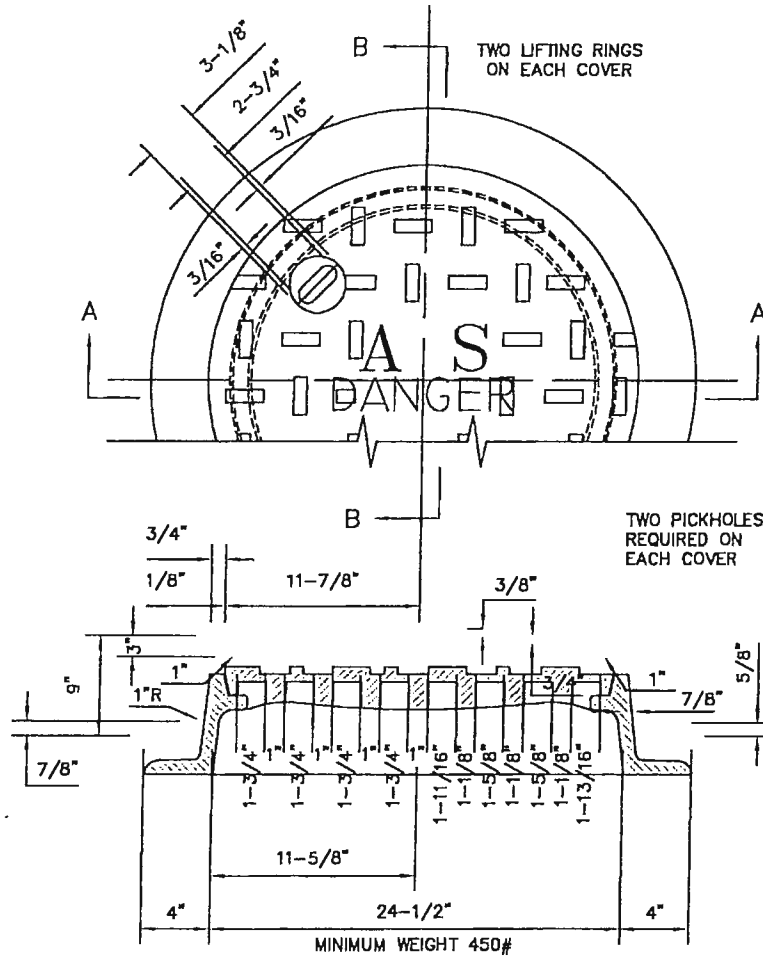
Engineering Dept. (not approved unless signed)

Applicant

STORMWATER MANAGEMENT PERMIT APPLICATION FOR NON-RESIDENTIAL PROPERTIES SCHEDULE OF FEES		
	Residential	Commercial/ Industrial
1. Filing fee	\$100	\$250
2. Proposed land use		
a. Subdivision, campgrounds, mobile home parks, and multi-family dwelling where the units are located in the same local watershed	\$100	\$0
b. Multi-family dwelling where the designated open space is located in a different local watershed from the proposed units	\$100	\$0
c. Commercial/Industrial	\$0	\$250
d. Other	\$50	\$0
3. Relative amount of earth disturbance		
a. Residential		
Road <500 l.f.	\$100	\$200
Road 500 - 2,640 l.f.	\$150	\$250
Road >2,640 l.f.	\$200	\$300
b. Commercial/Industrial and Other		
Impervious area <3,500 s.f.	\$100	\$200
Impervious area 3,500 - 43,560 s.f.	\$200	\$250
Impervious area >43,560 s.f.	\$300	\$300
4. Relative size of project		
a. Total tract area < 1 acre	\$50	\$100
Total tract area 1 - 5 acres	\$100	\$150
Total tract area 5 - 25 acres	\$150	\$200
Total tract area 25 - 100 acres	\$200	\$250
Total tract area 100 - 200 acres	\$250	\$300
Total tract area >200 acres	\$300	\$350
5. Storm water control measures		
a. Detention basins and other controls which require a review of hydraulic routings (\$ per control)	\$ 75/hr.	\$ 100/hr.
b. Other control facilities which require Storage volume calculations but no Hydraulic routings (\$ per control)	\$ 50/hr.	\$ 75/hr.
6. Site inspection (\$ per inspection)	\$ 75/hr.	\$ 100/hr.
7. Yearly Operation/Maintenance Inspection	\$50/yr. x 10 yrs.	\$200/yr. x 10 yrs.
	\$500 escrow	\$2,000 escrow



ABINGTON TOWNSHIP STANDARD

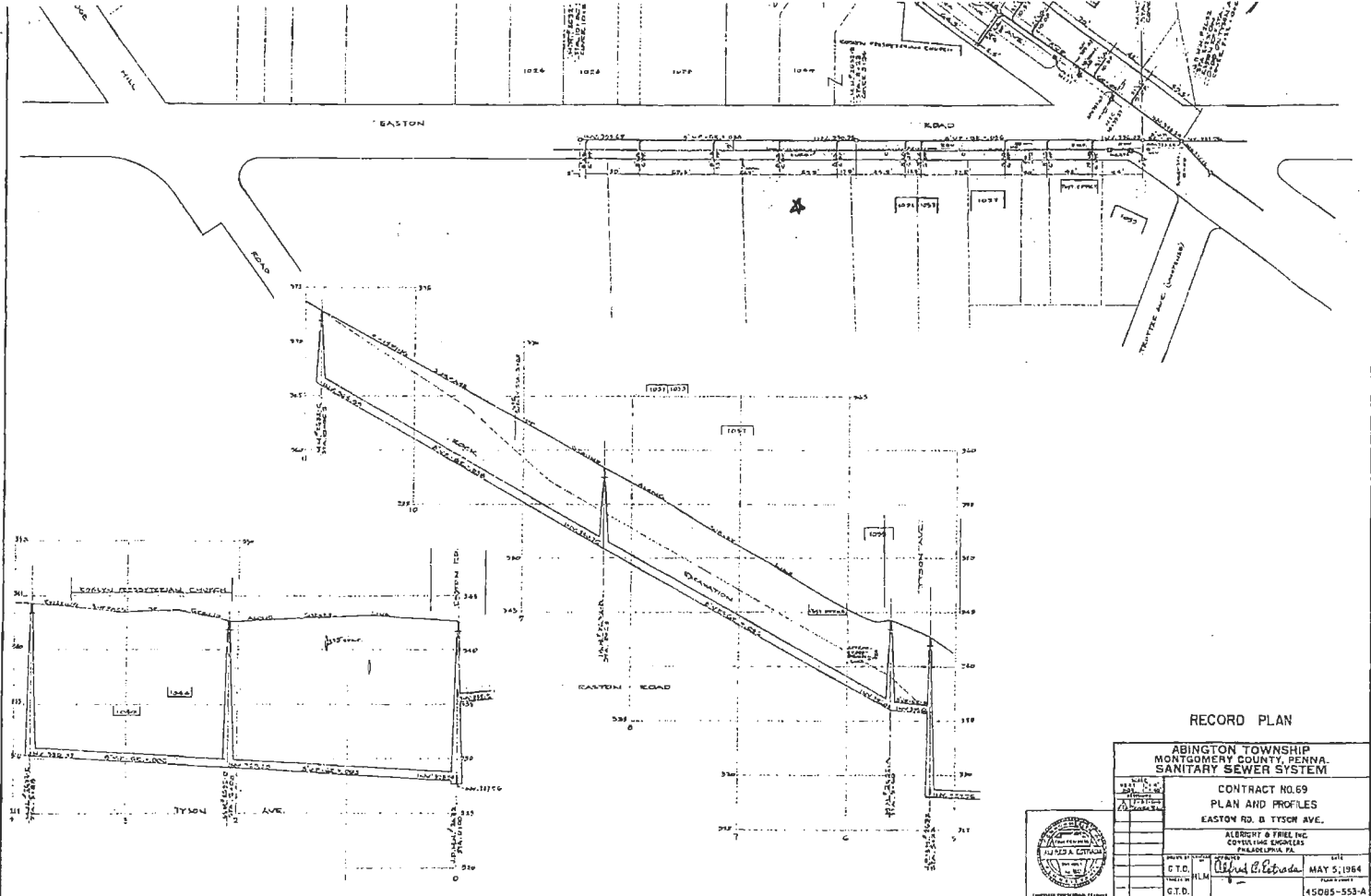


SECTION A-A

SECTION B-B

CAST IRON FRAME & COVER DETAIL  
FOR SANITARY MANOLES

NO SCALE



RECORD PLAN

ABINGTON TOWNSHIP MONTGOMERY COUNTY, PENNA. SANITARY SEWER SYSTEM	
CONTRACT NO. 69 PLAN AND PROFILES EASTON RD. & TYSON AVE.	
ALBERT & FRIEL INC. CIVIL ENGINEERS PHILADELPHIA, PA.	
DATE OF FIELD WORK DATE OF DESIGN DATE OF RECORDING	DATE 1964 5 1964
C.T.D. C.T.D.	W. H. ... MAY 5, 1964 45085-553-A





CONCEPTUAL TOWNHOUSE DESIGN

15 EASTERN ROAD, BOSTON, MA

**MONTGOMERY COUNTY  
BOARD OF COMMISSIONERS**

VALERIE A. ARKOOSH, MD, MPH, CHAIR  
KENNETH E. LAWRENCE, JR., VICE CHAIR  
JOSEPH C. GALE, COMMISSIONER



**MONTGOMERY COUNTY  
PLANNING COMMISSION**

MONTGOMERY COUNTY COURTHOUSE • PO Box 311  
NORRISTOWN, PA 19404-0311  
610-278-3722  
FAX: 610-278-3941 • TDD: 610-631-1211  
WWW.MONTCOPA.ORG

JODY L. HOLTON, AICP  
EXECUTIVE DIRECTOR

February 23, 2017

Mr. Mark A. Penecale, Zoning Officer  
Abington Township  
1176 Old York Road  
Abington, Pennsylvania 19001-3713

Re: 18-0015-001  
Easton Road Tax Block 195 Unit 15  
(4 Dwelling Units on 0.44 acres)  
Situate: Edge Hill Road (N), Easton Road (E)  
Abington Township

Dear Mr. Penecale:

We have reviewed the above-referenced land development in accordance with Section 502 of Act 247, "The Pennsylvania Municipalities Planning Code," as you requested on January 19, 2018. We forward this letter as a report of our review.

## BACKGROUND

Arthur Herling, the applicant, has submitted a plan for a land development of four multifamily units in a two-story building. The applicant has submitted a preliminary and final plan. The proposed development is served by public sewer and water.

## RECOMMENDATION

The Montgomery County Planning Commission (MCPC) generally supports the applicant's proposal, however, in the course of our review we have identified the following issues that the applicant and Township may wish to consider prior to final plan approval. Our comments are as follows:

**REVIEW COMMENTS**

## SUBDIVISION AND LAND DEVELOPMENT ORDINANCE (SALDO)

- A. Public Improvements. Based on the material submitted, it appears the applicant has submitted a minor land development plan. The SALDO describes a minor plan as one which proposes no public improvements. However, this application requires a sidewalk be constructed, which is a public improvement.
- (1) Landscaping Plan [§146-11.H]. At a minimum, we suggest that the applicant submit a landscaping plan. This would show which vegetation is proposed as plantings and which is proposed for removal. Among other features, this would show the woodland area, proposed street trees, parking lot landscaping and buffer areas.
- B. Sidewalk. We strongly recommend that a sidewalk be constructed, consistent with §146-27.A. The site is part of the Main Street-Village Center zoning district, the intent of which is to “place a premium on pedestrian accessibility...” in and near the village of Roslyn [§1003.D]. The site is located just a couple blocks from Roslyn Regional Rail station; this development should be transit-supportive by constructing a sidewalk.
- (1) The building must be directly connected to the street [§2504.C], and must have a sidewalk constructed along the full extent of its front façade.
- (2) The sidewalk is required to have a decorative verge [§2504.E].

## ZONING

- A. Will the building meet the design requirements of §1007? (front door, roof, window area and building design features?) [§146-11.L]. Where will the trash be located?
- B. Parking. The applicant is required to provide 5.3 parking spaces, but proposes 11. We recommend reducing the number of proposed parking spaces in order to reduce disturbance of vegetation and slopes [see attached illustration]. We also suggest the applicant pursue shared parking, which may be used to reduce the required side yard through the bonus mechanism [§1007.O]. An island is required to separate inbound from outbound traffic at parking lot entrances [Fig. 10.20].
- C. Tree Preservation and Vegetation.
- (1) The applicant is required to preserve trees 6” or greater when at least 500 s.f. of new impervious coverage is added [§1603.A, §2401.A]. Do such trees exist on-site? We recommend preserving as much of the existing woodland as possible. How much will be preserved?
- (2) Existing vegetation must be shown [§1605.A]

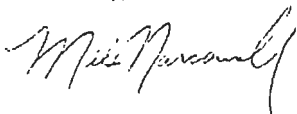
**CONCLUSION**

We wish to reiterate that MCPC generally supports the applicant's proposal, but we believe that our suggested revisions will better achieve the Township's planning objectives for multifamily development.

Please note that the review comments and recommendations contained in this report are advisory to the municipality and final disposition for the approval of any proposal will be made by the municipality.

Should the governing body approve a final plat of this proposal, the applicant must present the plan to our office for seal and signature prior to recording with the Recorder of Deeds office. A paper copy bearing the municipal seal and signature of approval must be supplied for our files.

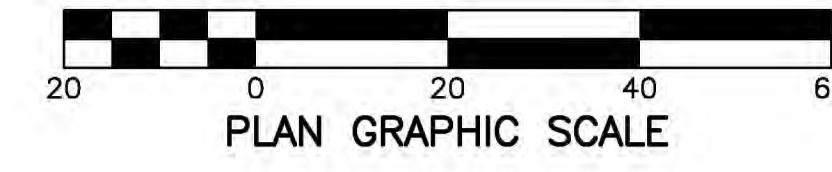
Sincerely,



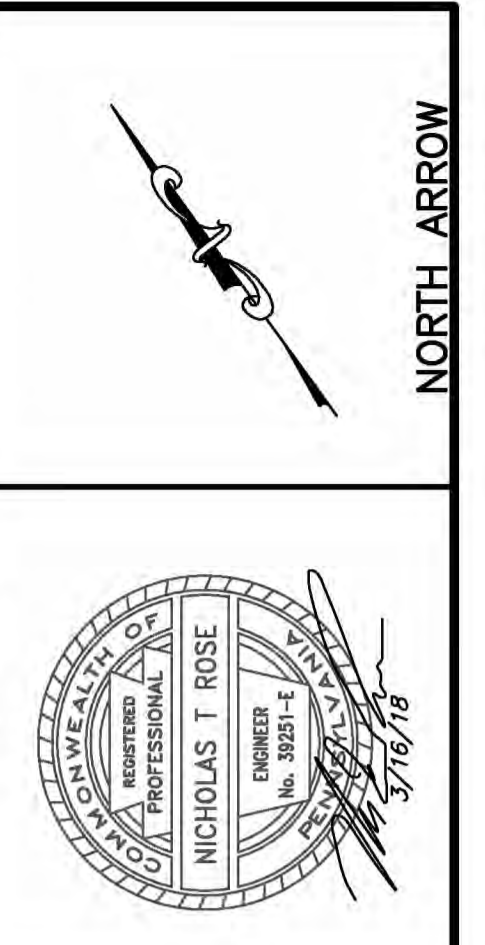
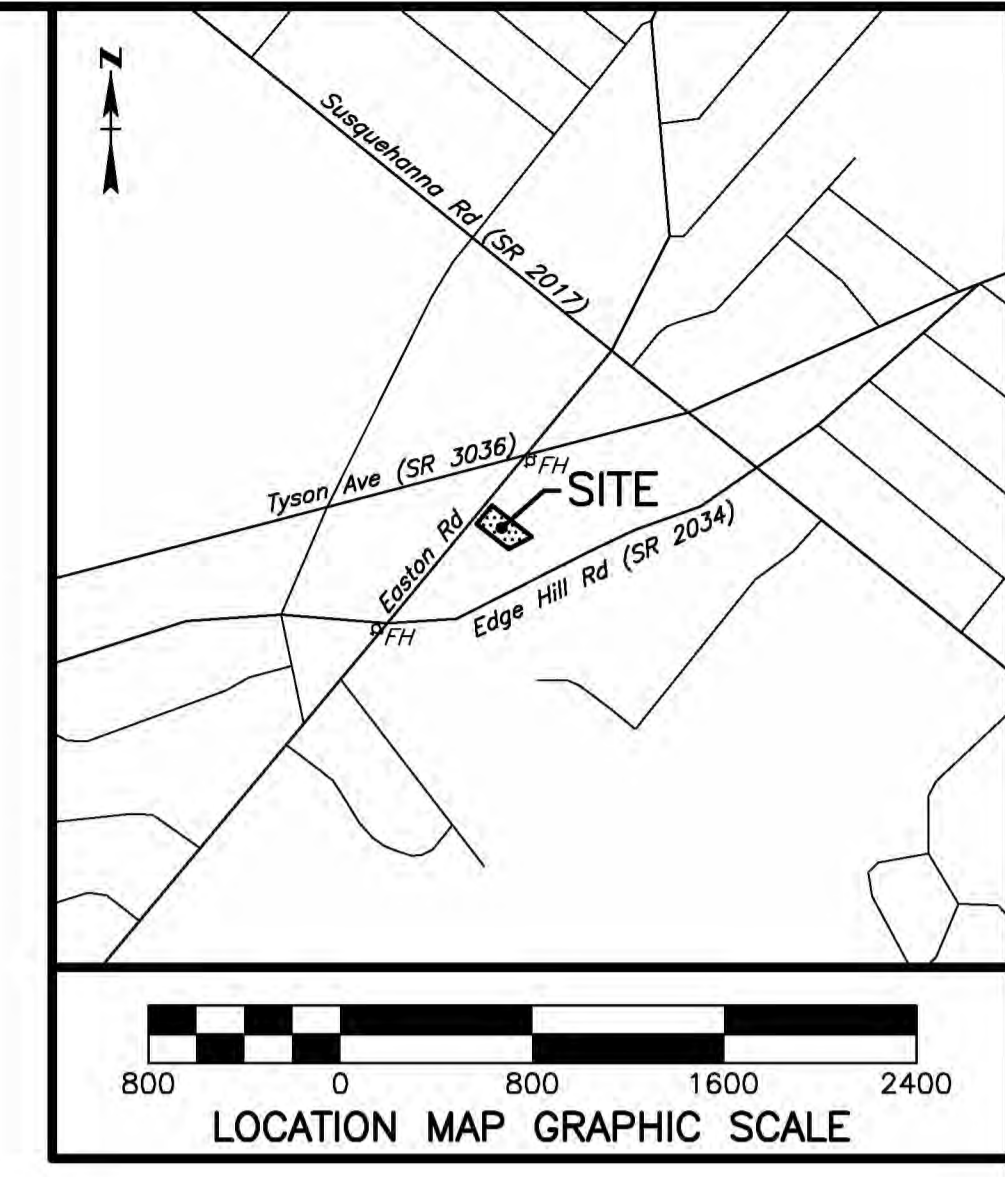
Mike Narcowich, AICP, Principal Planner II  
610.278.5238 - [mnarcowi@montcopa.org](mailto:mnarcowi@montcopa.org)

c: Arthur Herling, Applicant  
Nicholas T. Rose, P.E., ProTract Engineering, Inc., Applicant's Representative  
Richard J. Manfredi, Township Manager  
Michael E. Powers, P.E., Township Engineer  
Michael P. Clarke, Esq., Rudolph Clarke, LLC, Township Solicitor

Attachments: Applicant's Plan  
Aerial Image

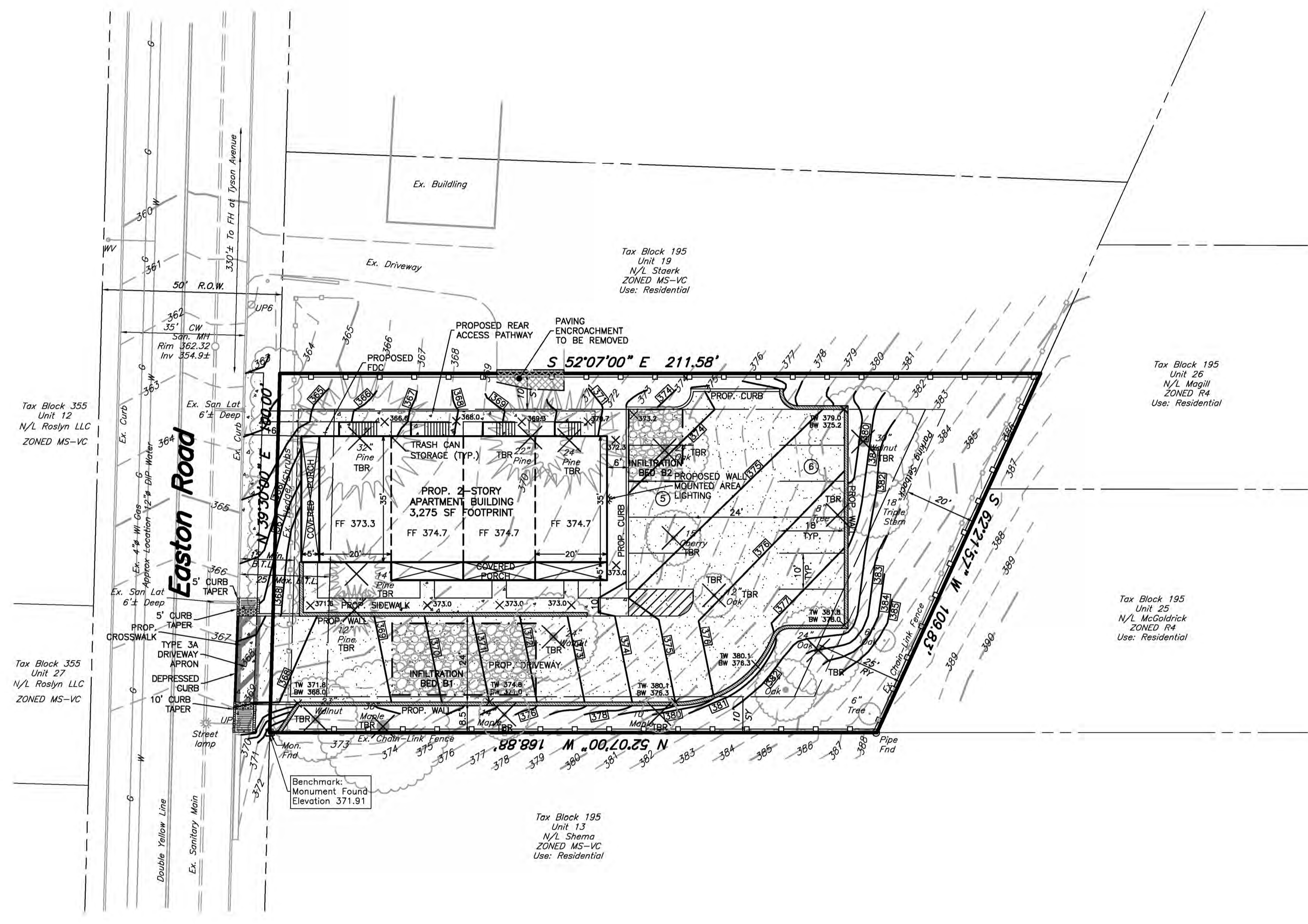


**SHEET INDEX:**  
 SHEET 1 of 5 - LAND DEVELOPMENT PLAN  
 SHEET 2 of 5 - CONSTRUCTION AND E&S PLAN  
 SHEET 3 of 5 - STORMWATER MANAGEMENT PLAN  
 SHEET 4 of 5 - DETAIL PLAN  
 SHEET 5 of 5 - LANDSCAPE & LIGHTING PLAN  
 SHEET 6 of 6 - UTILITY PLAN



**LEGEND**

---	EX. BOUNDARY
---	EX. ADJACENT OWNER
---	EX. RIGHT-OF-WAY
---	EX. CONTOUR - 1' INTERVAL
---	EX. CONTOUR - 5' INTERVAL
---	BUILDING SETBACK LINES
---	EX. BUILDING
---	EX. EDGE OF PAVING
---	EX. CURB
---	EX. FENCE
---	EX. SANITARY
---	PROP. BUILDING
---	PROP. DRIVEWAY
---	PROP. CONCRETE
---	PROP. CONTOURS



- NOTES:**
- OWNER:**  
JOSEPH V. & ELLEN T. STAERK  
442 EASTON ROAD  
GLENSIDE, PA 19038
  - TRACT IDENTIFICATION:**  
1043 EASTON ROAD, ABINGTON, PA 19011  
TAX BLOCK 195 UNIT 15  
PARCEL ID 30-00-14488-00-8  
DEED BOOK 5484 PAGE 01311  
TOTAL LOT AREA = 19,015 SF (0.4365 ACRES)
  - BOUNDARY AND FEATURES AS SHOWN TAKEN FROM DEEDS AND PLANS OF RECORD, AND FROM A FIELD SURVEY PERFORMED BY PROTRACT ENGINEERING, INC. IN OCTOBER 2017. DATUM IS USGS BENCHMARK IS A MONUMENT IN EASTON ROAD AT THE WESTERLY CORNER OF THE LOT WITH ELEVATION 371.91 FEET.**
  - PROTRACT ENGINEERING, INC. DOES NOT GUARANTEE THE ACCURACY OF LOCATIONS FOR EXISTING SUBSURFACE UTILITY STRUCTURES SHOWN ON THE PLANS, NOR DOES PROTRACT ENGINEERING, INC. GUARANTEE THAT ALL SUBSURFACE STRUCTURES ARE SHOWN TO COMPLY WITH ACT 187 THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES BEFORE THE START OF WORK.**
  - ZONING REQUIREMENTS: ZONED MS-VC VILLAGE CENTER DISTRICT**  

CATEGORY	REQUIRED	PROPOSED
MAX DENSITY	10 DU/AC	9.2 DU/AC
MIN LOT AREA	10,000 SF	19,015 SF
MIN LOT WIDTH	50 FT	100 FT
MIN BUILD-TO-LINE (FROM CURB)	15 FT	16 FT
MAX BUILD-TO-LINE (FROM CURB)	25 FT	16 FT
MIN SIDE YARD SETBACK	10 FT	20.9 FT
MIN REAR YARD SETBACK	25 FT	84.1 FT
MAX BUILDING FOOTPRINT	10,000 SF	3,275 SF
MAX BUILDING HEIGHT	35 FT	≤ 35 FT
MIN GREEN AREA	10 %	45.4 %
MAX IMPERVIOUS	90 %	54.6 %
  - SITE IS OUTSIDE THE FEMA 100-YEAR FLOODPLAIN AS SHOWN ON FIRM PANEL 382 OF 451 PREPARED FOR MONTGOMERY COUNTY PA, MAP DATED MARCH 2, 2016.**
  - SOILS DATA WAS OBTAINED FROM THE USDA/NRCS SOIL SURVEY OF MONTGOMERY COUNTY PA, VERSION 10, DATED SEPTEMBER 19, 2016. ALL SOILS ON SITE ARE CLASSIFIED AS UH-KD - URBAN LAND-EDGEMONT COMPLEX, 8 TO 25 PERCENT SLOPES.**
  - SITE IS SERVED BY PUBLIC WATER AND PUBLIC SEWER.**
  - EXISTING VEGETATION PROVIDES SUFFICIENT SCREENING FOR REQUIRED MEDIUM INTENSITY BUFFER.**
  - THE FOLLOWING WAIVERS FROM THE PROVISIONS OF THE ABINGTON TOWNSHIP SUBDIVISION & LAND DEVELOPMENT ORDINANCE ARE REQUESTED:**  
 SECTION 146-11.A - PARTIAL WAIVER FROM THE REQUIREMENT TO SHOW TAX PARCEL INFORMATION WITHIN 400 FEET OF THE SITE EXCEPT AS SHOWN OR REQUESTED BY THE TOWNSHIP ENGINEER.  
 SECTION 146-11.B - PARTIAL WAIVER FROM THE REQUIREMENT TO SHOW PUBLIC UTILITIES WITHIN 400 FEET OF THE SITE EXCEPT AS SHOWN OR REQUESTED BY THE TOWNSHIP ENGINEER.  
 SECTION 146-11.C - PARTIAL WAIVER FROM THE REQUIREMENT TO SHOW TYPE, SIZE, DEPTH AND LOCATION OF UTILITIES EXCEPT AS SHOWN OR REQUESTED BY THE TOWNSHIP ENGINEER.  
 SECTION 146-11.G - PARTIAL WAIVER FROM THE REQUIREMENT TO SHOW TYPE, SIZE, DEPTH AND LOCATION OF UTILITIES EXCEPT AS SHOWN OR REQUESTED BY THE TOWNSHIP ENGINEER.  
 SECTION 146-11.J - FROM THE REQUIREMENT TO SHOW RECREATIONAL FACILITIES. NO RECREATIONAL FACILITIES ARE PROPOSED.  
 SECTION 146-11.K - THE REQUIREMENT TO SUBMIT A PLANNING MODULE. AN APPLICATION FOR EXEMPTION IS IN PROCESS.  
 SECTION 146-11.L - FROM THE REQUIREMENT TO SUBMIT AN ARCHITECTURAL PLAN OTHER THAN AS SUBMITTED.

ICPC No. 18-0015-001  
 PROCESSED AND REVIEWED. A report has been prepared by the Montgomery County Planning Commission in accordance with the Municipalities Planning Code.  
 Certified this date  
 For the Director  
 Montgomery County Planning Commission

**OWNER'S ACKNOWLEDGEMENT:**  
 COMMONWEALTH OF PENNSYLVANIA  
 COUNTY OF MONTGOMERY:  
 On the \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_, before me, the Subscriber, a Notary Public of the Commonwealth of Pennsylvania, residing in \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person(s) whose name(s) (is/are) subscribed to the foregoing plan, and acknowledged that (he, she, they) (is/are) the owner(s) of the designated land, that all necessary approval of the plan has been obtained and is endorsed thereon, and that (he, she, they) desire that the foregoing plan may be duly recorded.

\_\_\_\_\_  
 Notary Public

My Commission Expires \_\_\_\_\_

**APPROVAL OF TOWNSHIP:**  
 Approved by the Board of Commissioners of the Township of Abington on this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
 President

\_\_\_\_\_  
 Secretary

\_\_\_\_\_  
 Engineer

**CERTIFICATION FOR RECORDING:**  
 Recorded In the Office for the Recording of Deeds for Montgomery County at Norristown, Pennsylvania, In Plan Book \_\_\_\_\_, Page No. \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_

By: \_\_\_\_\_  
 Recorder of Deeds

LAND DEVELOPMENT PLAN  
 PREPARED FOR  
**TAX BLOCK 195 UNIT 15**

1 of 6  
 Scale: 1" = 20'

Project Number: H2423  
 Date: 12-29-17

ProTract Engineering, Inc.  
 84 East Mermaid Avenue, P.O. Box 68  
 Hatherso, Pennsylvania 19040  
 Phone (215)448-9250  
 Fax (215)448-9258

EROSION & SEDIMENT CONTROL PLAN NOTES:

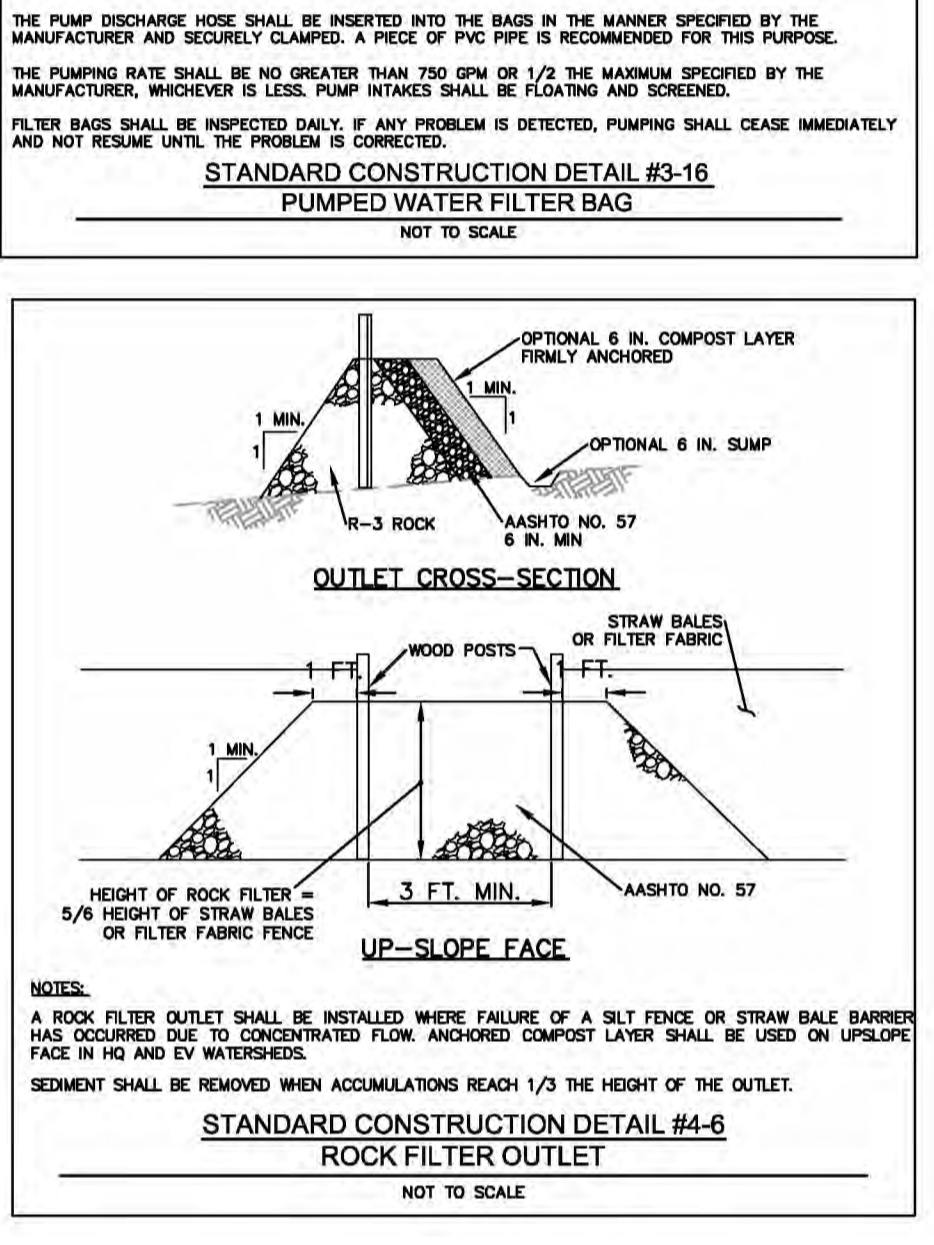
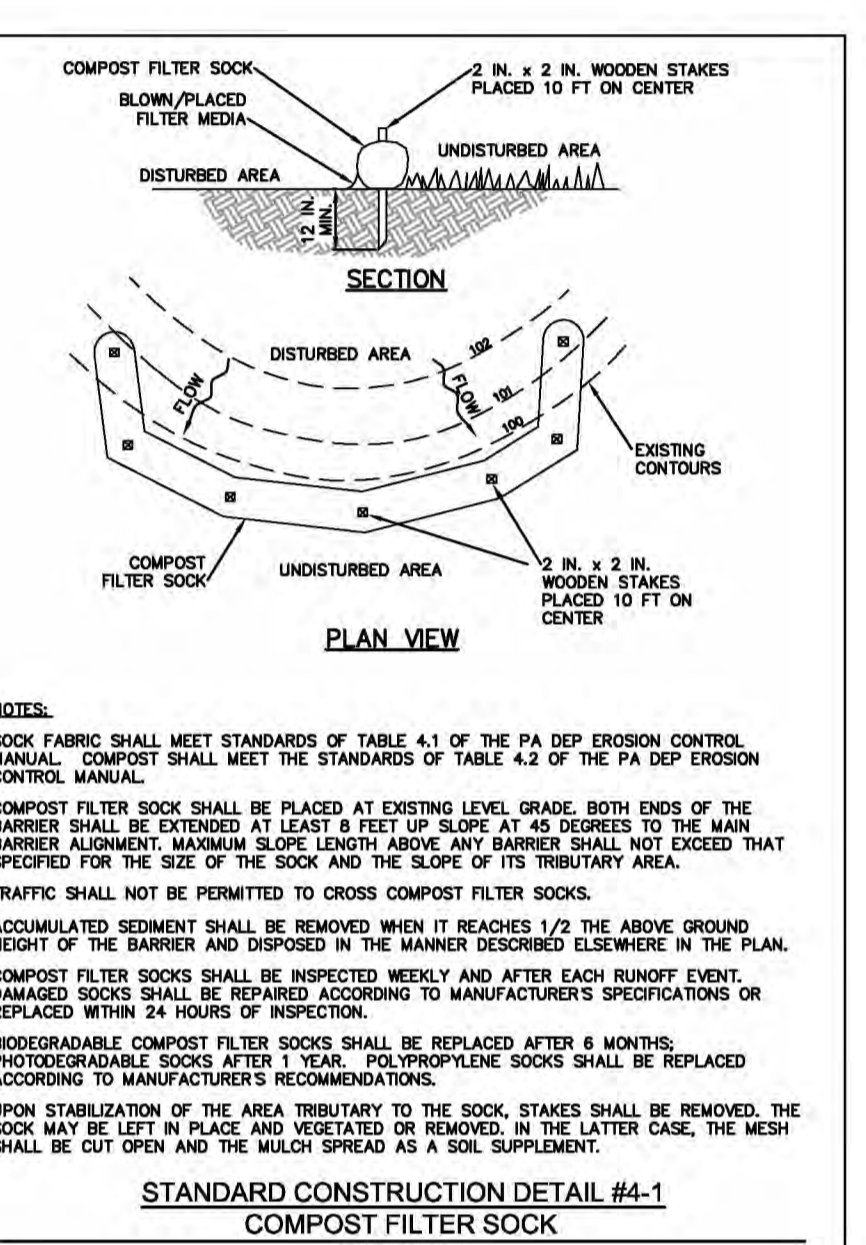
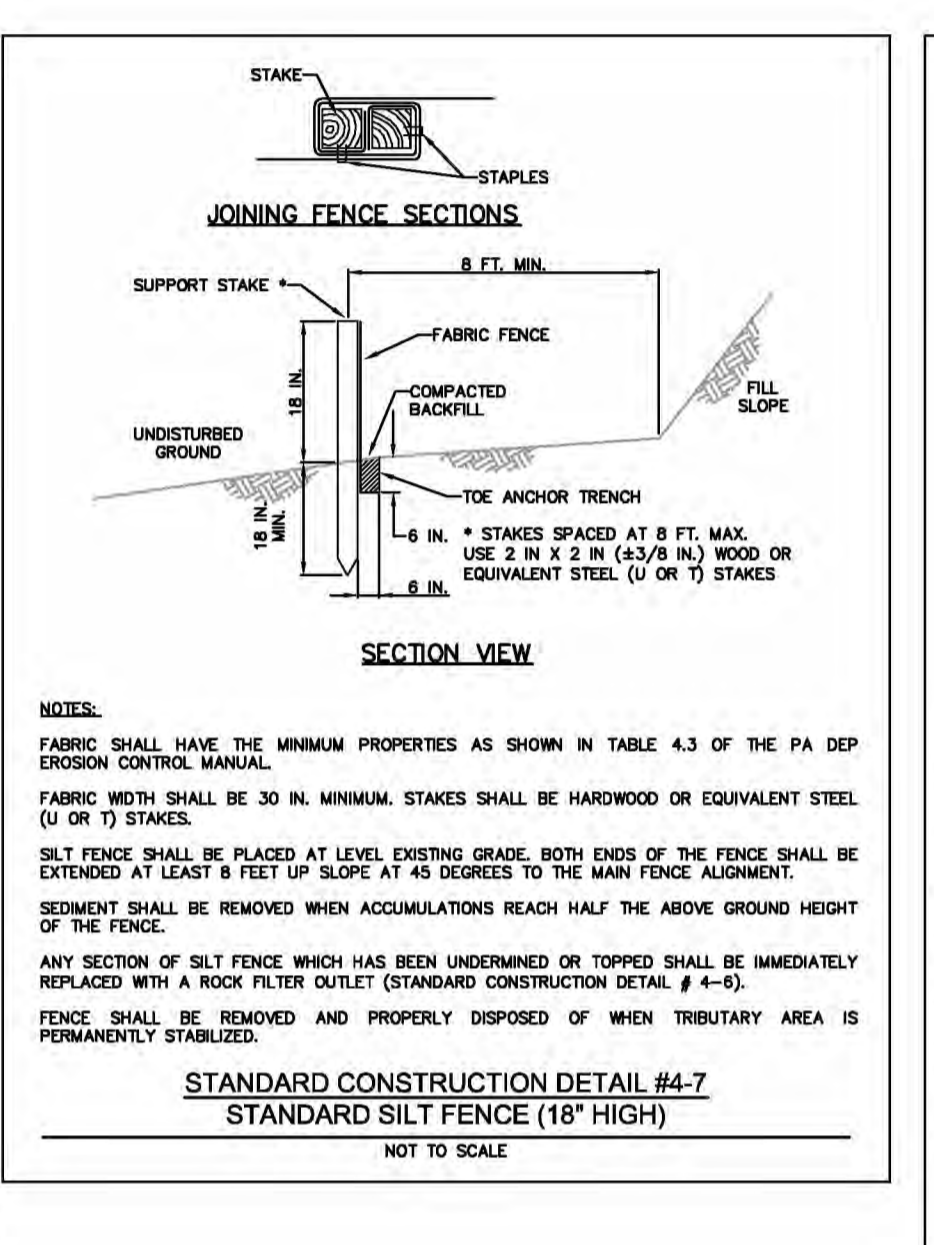
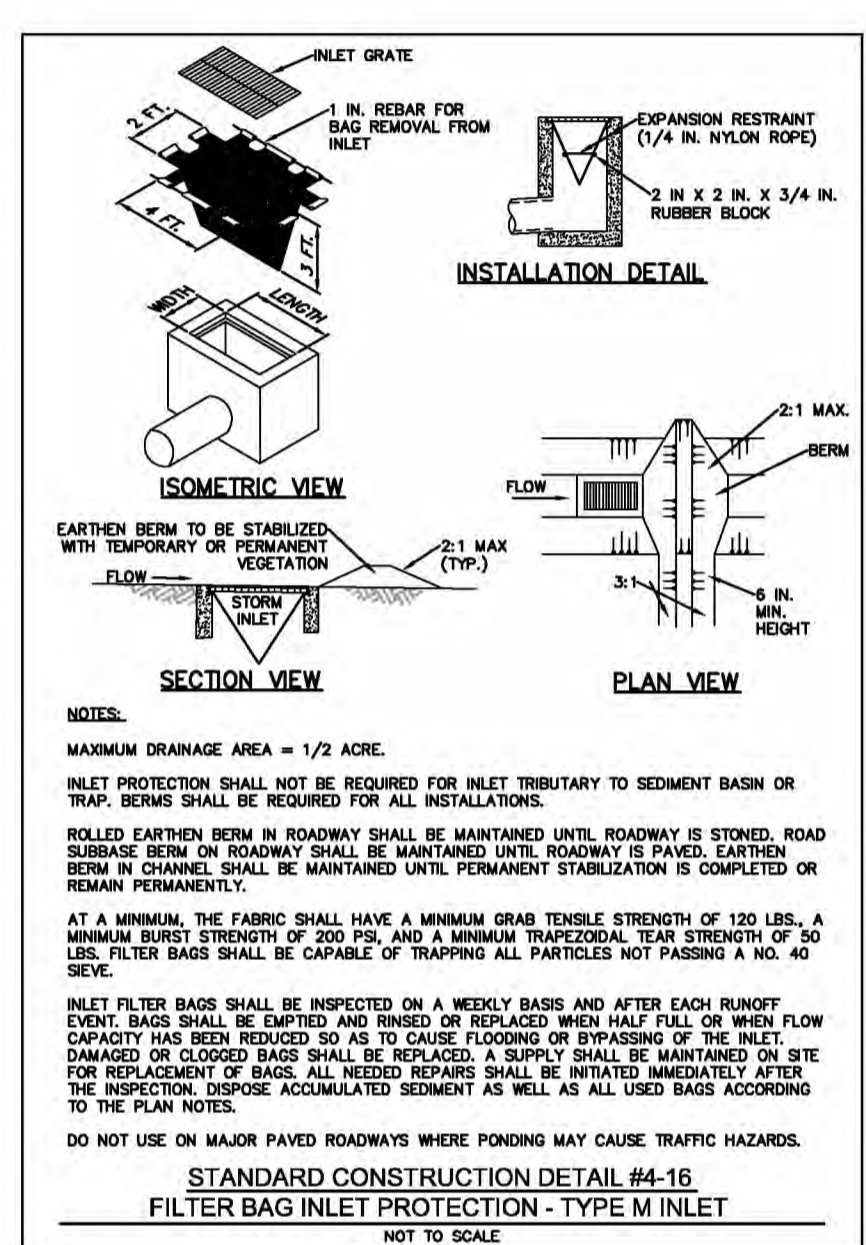
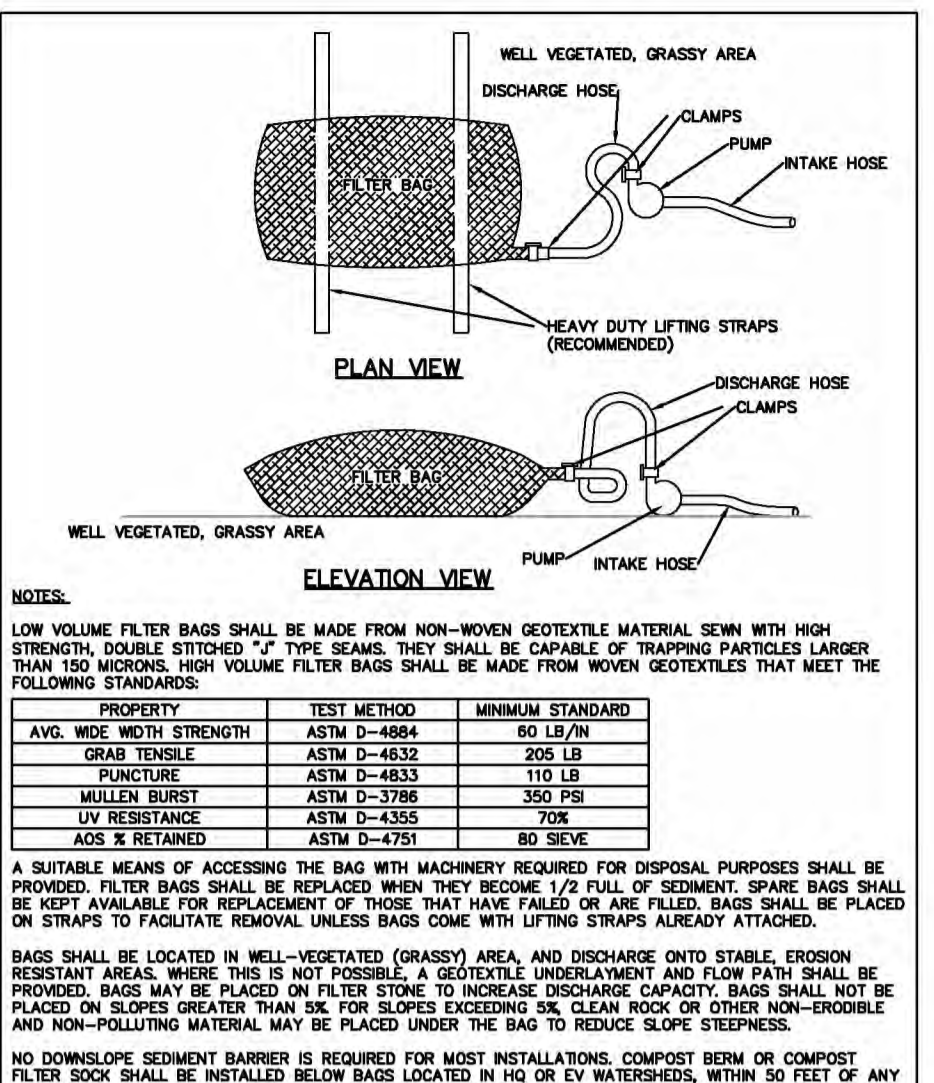
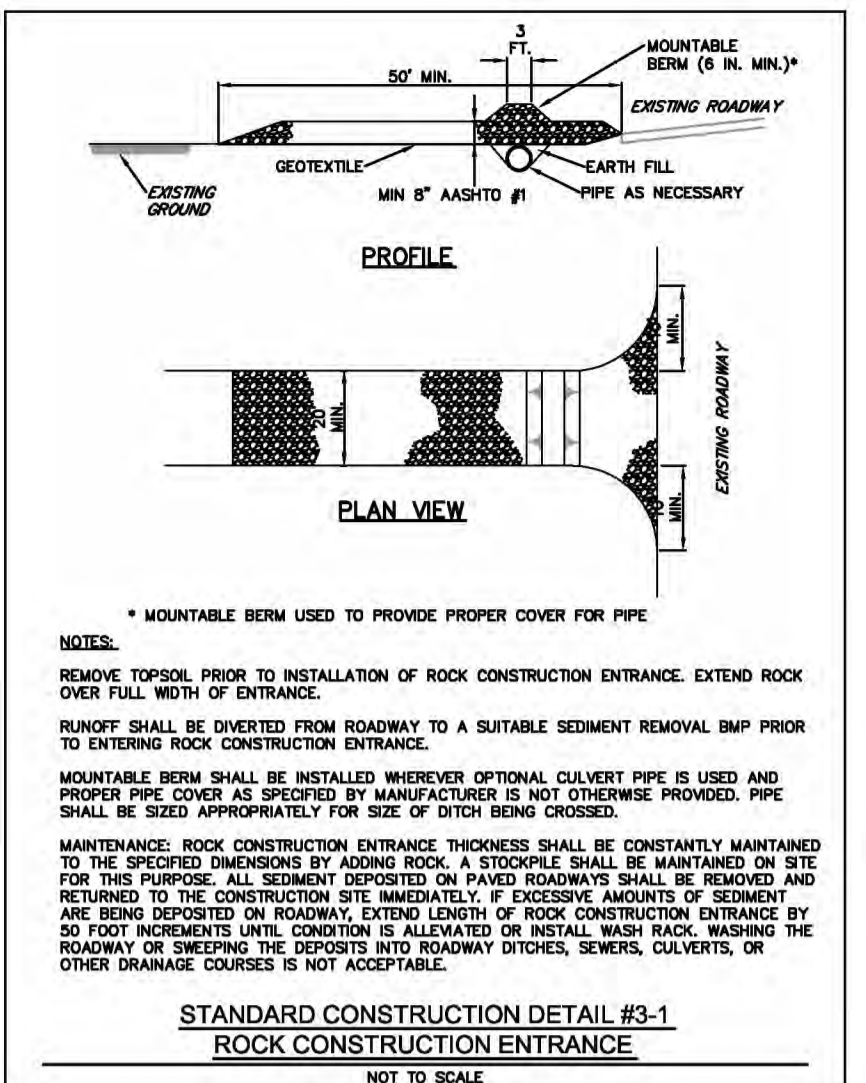
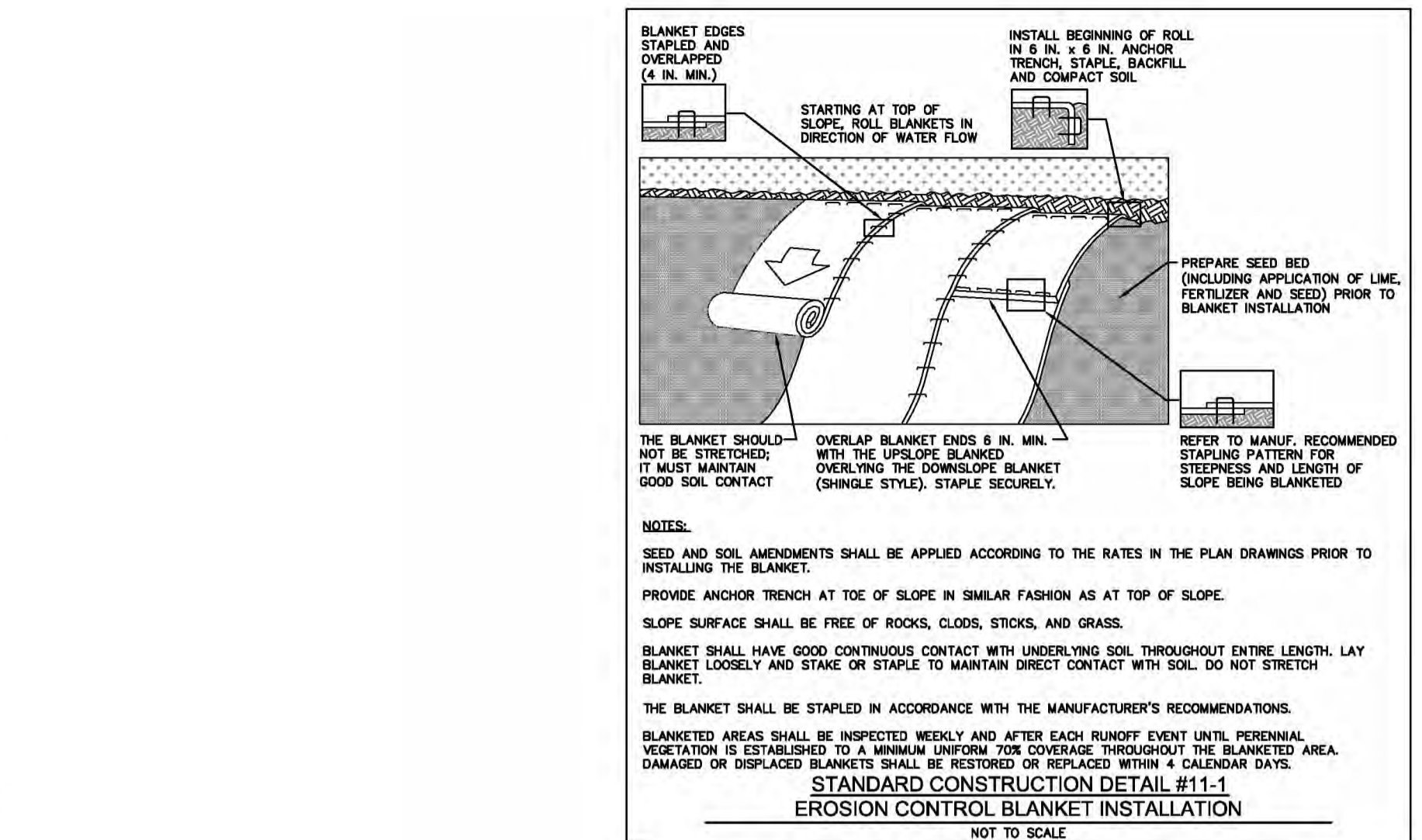
- TOTAL DISTURBED AREA 0.4 ACRES. ALL EROSION CONTROL PRACTICES SHALL BE CONSTRUCTED AND MAINTAINED ACCORDING TO THE MINIMUM STANDARDS AND SPECIFICATIONS METHODS OF THE PA. DEPARTMENT OF ENVIRONMENTAL PROTECTION, DATED MARCH, 2012.
1. STOCKPILE HEIGHTS MUST NOT EXCEED 35 FEET; STOCKPILE SLOPES MUST NOT EXCEED 2:1.
2. THE OPERATOR/RESPONSIBLE PERSON (O/RP) ON SITE SHALL ASSURE THAT THE APPROVED EROSION AND SEDIMENT CONTROL PLAN IS PROPERLY AND COMPLETELY IMPLEMENTED.
3. IMMEDIATELY UPON DISCOVERING UNFORESEEN CIRCUMSTANCES POSING THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION, THE O/RP SHALL IMPLEMENT APPROPRIATE MANAGEMENT PRACTICES (EMPS) TO ELIMINATE THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION.
4. THE O/RP SHALL ASSURE THAT AN EROSION AND SEDIMENT CONTROL PLAN HAS BEEN PREPARED, APPROVED BY THE MONTGOMERY COUNTY CONSERVATION DISTRICT AND IS BEING IMPLEMENTED AND MAINTAINED FOR ALL SOIL AND/OR ROCK SPOIL AND BORROW AREAS REGARDLESS OF THEIR LOCATIONS.
5. ALL PUMPING OF SEDIMENT-LADEN WATER SHALL BE THROUGH A SEDIMENT CONTROL BMP SUCH AS A PUMPED WATER FILTER BAG DISCHARGING OVER UNDISTURBED AREAS.
6. A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN MUST BE AVAILABLE ON THE PROJECT SITE AT ALL TIMES.
7. EROSION AND SEDIMENT BMP'S MUST BE CONSTRUCTED, STABILIZED AND FUNCTIONAL BEFORE SITE DISTURBANCE BEGINS WITHIN THE TRIBUTARY AREAS OF THOSE BMP'S.
8. AFTER FINAL SITE STABILIZATION HAS BEEN ACHIEVED, TEMPORARY EROSION AND SEDIMENT BMP CONTROLS MUST BE REMOVED. AREAS DISTURBED DURING THE REMOVAL OF THE BMP'S MUST BE STABILIZED IMMEDIATELY.
9. AT LEAST SEVEN (7) DAYS BEFORE STARTING ANY EARTH DISTURBANCE ACTIVITY, THE O/RP SHALL INVITE ALL CONTRACTORS INVOLVED IN THIS ACTIVITY, THE LANDOWNER, ALL APPROPRIATE MUNICIPAL OFFICIALS, THE EROSION AND SEDIMENT CONTROL PLAN DESIGNER AND THE MONTGOMERY COUNTY CONSERVATION DISTRICT TO A PRE-CONSTRUCTION MEETING. ALSO, AT LEAST THREE DAYS BEFORE STARTING ANY EARTH DISTURBANCE ACTIVITY, ALL CONTRACTORS INVOLVED IN THIS ACTIVITY SHALL NOTIFY THE PENNSYLVANIA ONE-CALL SYSTEM, INC. AT 1-800-242-1776 TO DETERMINE ANY UNDERGROUND UTILITIES LOCATION.
10. IMMEDIATELY AFTER EARTH DISTURBANCE ACTIVITY CEASES, THE O/RP SHALL STABILIZE ANY AREAS DISTURBED BY THIS ACTIVITY. DURING NON-RAINING PERIODS, MULCH MUST BE APPLIED AT SPECIFIED RATES. DISTURBED AREAS THAT ARE NOT AT FINISHED GRADE AND WHICH WILL BE REDISTURBED WITHIN ONE YEAR MUST BE STABILIZED IN ACCORDANCE WITH TEMPORARY VEGETATIVE STABILIZATION SPECIFICATIONS. DISTURBED AREAS THAT ARE AT FINISHED GRADE OR WHICH WILL NOT BE REDISTURBED WITHIN ONE YEAR MUST BE STABILIZED IN ACCORDANCE WITH PERMANENT VEGETATIVE STABILIZATION SPECIFICATIONS.
11. AN AREA SHALL BE CONSIDERED TO HAVE ACHIEVED FINAL STABILIZATION WHEN IT HAS A MINIMUM PERMANENT 70% PERENNIAL OR OTHER PERMANENT NON-VEGETATIVE COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED SURFACE EROSION AND SUBSURFACE CHARACTERISTICS SUFFICIENT TO RESIST SLIDING AND OTHER MOVEMENTS.
12. UNTIL A SITE IS STABILIZED, ALL EROSION AND SEDIMENT BMP'S MUST BE MAINTAINED PROPERLY. MAINTENANCE MUST INCLUDE INSPECTIONS OF ALL EROSION CONTROL BMP'S AFTER EACH RUNOFF EVENT AND ON A WEEKLY BASIS. THE OPERATOR WILL MAINTAIN AND MAKE AVAILABLE TO THE CONSERVATION DISTRICT COMPLETE, WRITTEN INSPECTION LOGS OF ALL THESE INSPECTIONS. ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK INCLUDING CLEANOUT, REPAIR, REPLACEMENT, RE-SEEDING, RE-MULCHING AND RE-SETTING MUST BE PERFORMED IMMEDIATELY. IF EROSION AND SEDIMENT CONTROL BMP'S FAIL TO PERFORM AS EXPECTED, REPLACEMENT BMP'S, OR MODIFICATIONS OF THOSE INSTALLED, WILL BE REQUIRED.
13. SEDIMENT REMOVED FROM BMP'S SHALL BE DISPOSED OF ON-SITE IN LANDSCAPED AREAS OUTSIDE OF STEEP SLOPES, WETLANDS, FLOODPLAINS OR DRAINAGE SWALES AND IMMEDIATELY STABILIZED OR PLACED IN SOIL STOCKPILES AND STABILIZED.
14. ALL BUILDING MATERIAL AND WASTES MUST BE REMOVED FROM THE SITE AND RECYCLED IN ACCORDANCE WITH DEP'S SOLID WASTE REGULATIONS (25 PA CODE 271.1 ET SEQ.) AND ANY ADDITIONAL LOCAL, STATE OR FEDERAL REGULATIONS. NO BUILDING MATERIALS (USED OR UNUSED) OR WASTE MATERIALS SHALL BE BURNED, BURIED, DUMPED OR DISCHARGED AT THE SITE.
15. THE CONTRACTOR IS REQUIRED TO PREPARE A PREPAREDNESS PREVENTION AND CONTINGENCY PLAN (PPC) FOR FUELS AND FLUIDS PRIOR TO CONSTRUCTION.

SEEDING AND MULCHING INFORMATION:

- A. TEMPORARY SEEDING AND MULCHING
1. SITE PREPARATION
APPLY 1 TON AGRICULTURAL GRADE LIMESTONE/ACRE PLUS FERTILIZER AT 50-50/ACRE AND WORK IN AS DEEPLY AS POSSIBLE.
2. SEEDING AND MULCHING
ANNUAL RYE GRASS AT 20 LB./AC. PLUS PERENNIAL RYE GRASS AT 20 LB./ACRE HAY OR STRAW MULCH AT 3 TONS/ACRE ANCHOR MULCH WITH COMMERCIALY AVAILABLE NETTING OR ASPHALT EMULSION OR CUTBACK ASPHALT AT 150 GALLONS/ACRE.
B. PERMANENT SEEDING - MARCH 16 TO JUNE 15 AND AUGUST 15 TO OCTOBER 15
1. SITE PREPARATION
APPLY 3 TON AGRICULTURAL GRADE LIMESTONE/ACRE PLUS FERTILIZER AT 100-200/ACRE AND WORK IN AS DEEPLY AS POSSIBLE.
2. SEEDING AND MULCHING
TALL FESCUE AT 60 LB/ACRE OR FINE FESCUE AT 35 LB/ACRE REDTOP AT 3 LB/ACRE OR PERENNIAL KYRGRASS AT 15 LB/ACRE HAY OR STRAW MULCH AT 3 TONS/ACRE IN CHANNELS AND WHERE SLOPES EXCEED 25%, ANCHOR MULCH WITH COMMERCIALY AVAILABLE NETTING OR ASPHALT EMULSION OR CUTBACK ASPHALT AT 150 GALLONS/ACRE.
C. EROSION CONTROL BLANKET:
TEMPORARY BLANKET - NORTH AMERICAN GREEN S75BN OR APPROVED EQUIVALENT.
PERMANENT BLANKET - NORTH AMERICAN GREEN P300 OR APPROVED EQUIVALENT.
ALL EROSION CONTROL BLANKET TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.
D. UPON COMPLETION OF AN EARTH DISTURBANCE ACTIVITY OR ANY PHASE/STAGE OF AN ACTIVITY, THE SITE SHALL IMMEDIATELY BE SEED, MULCHED, OR OTHERWISE PROTECTED FROM ACCELERATED EROSION AND SEDIMENTATION. DISTURBED AREAS WHICH ARE NOT AT FINISHED GRADE AND WHICH WILL BE REDISTURBED WITHIN 1 YEAR MAY BE SEED AND MULCHED WITH A QUICK GROWING TEMPORARY SEEDING MIXTURE AND MULCH. DISTURBED AREAS WHICH ARE AT FINISHED GRADE OR WHICH WILL NOT BE REDISTURBED WITHIN 1 YEAR MUST BE SEED AND MULCHED WITH A PERMANENT SEED MIXTURE AND MULCH.
E. CHANNELS AND STOCKPILES MUST BE SEED AND MULCHED IMMEDIATELY.
F. HAY OR STRAW MULCH MUST BE APPLIED AT RATES OF AT LEAST 3.0 TONS PER ACRE.

CONSTRUCTION SEQUENCE:

- 1. INSTALL STONE CONSTRUCTION ENTRANCE FOR TIRE CLEANING AT THE ACCESS-EXIT POINT FROM EARTH DISTURBANCE AREAS AS SHOWN ON THE EROSION CONTROL PLAN.
2. INSTALL FABRIC SILT FENCE & COMPOST FILTER SOCK AS SHOWN ON THE PLAN. INSTALL TREE PROTECTION FENCE TO PROTECT THE UNDISTURBED BUFFER YARD AS SHOWN ON THE PLAN.
3. STRIP TOPSOIL AND ROUGH GRADE DRIVEWAY AND BUILDING AREAS TO THE PROPOSED SUBGRADE ELEVATION.
4. INSTALL PROPOSED UNDERGROUND UTILITIES. ALL UTILITY TRENCHES SHALL BE STABILIZED IMMEDIATELY. PARTICULAR CARE IS REQUIRED TO PROTECT THE STONE SEEPAGE BED FROM CONTAMINATION BY SILT AND DEBRIS. TEMPORARILY COVER AND SEAL THE TOP OF THE INLETS UNTIL THE SITE IS STABILIZED. TEMPORARILY CAP ALL INLET PIPES UNTIL ROOF LEADERS HAVE BEEN CONNECTED. AVOID COMPACTION OF THE SEEPAGE BED AREA BY PLACING TEMPORARY STEEL PLATES OR TIMBERS TO DISTRIBUTE CONCENTRATED WHEEL LOADS.
5. CONSTRUCT THE DRIVEWAYS AND BUILDINGS, GRADING AWAY FROM THE WALL SECTIONS OF THE BUILDINGS WILL BE AT A MINIMUM SLOPE OF TWO PERCENT (2%) TOWARD A PROPER POINT OF COLLECTION. THE DRIVEWAY CIRCLE SHALL BE CONSTRUCTED LAST AFTER MOST OF THE TOPSOIL HAS BEEN RESPAVED. A REDUCED TOPSOIL STOCKPILE SHALL BE RETAINED IN AND AROUND THE CIRCLE FOR USE IN THE FINAL STABILIZATION OF THIS AREA.
6. FINISH GRADE AND ESTABLISH PERMANENT SEEDING AS SOON AS POSSIBLE. PLACE EROSION BLANKET AS SHOWN ON THE PLAN.
7. AFTER FINAL SITE STABILIZATION (70 PERCENT VEGETATIVE COVER) HAS BEEN ACHIEVED, APPROVAL OF MONTGOMERY COUNTY CONSERVATION DISTRICT IS REQUIRED FOR REMOVAL OF ALL TEMPORARY EROSION AND SEDIMENTATION CONTROLS. AREAS DISTURBED DURING REMOVAL OF THE CONTROLS MUST BE SUITABLY STABILIZED.

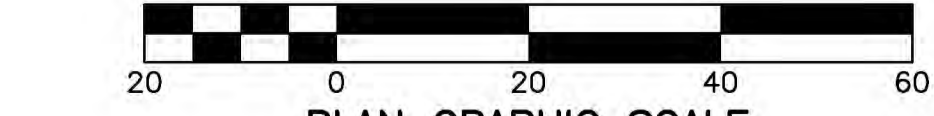
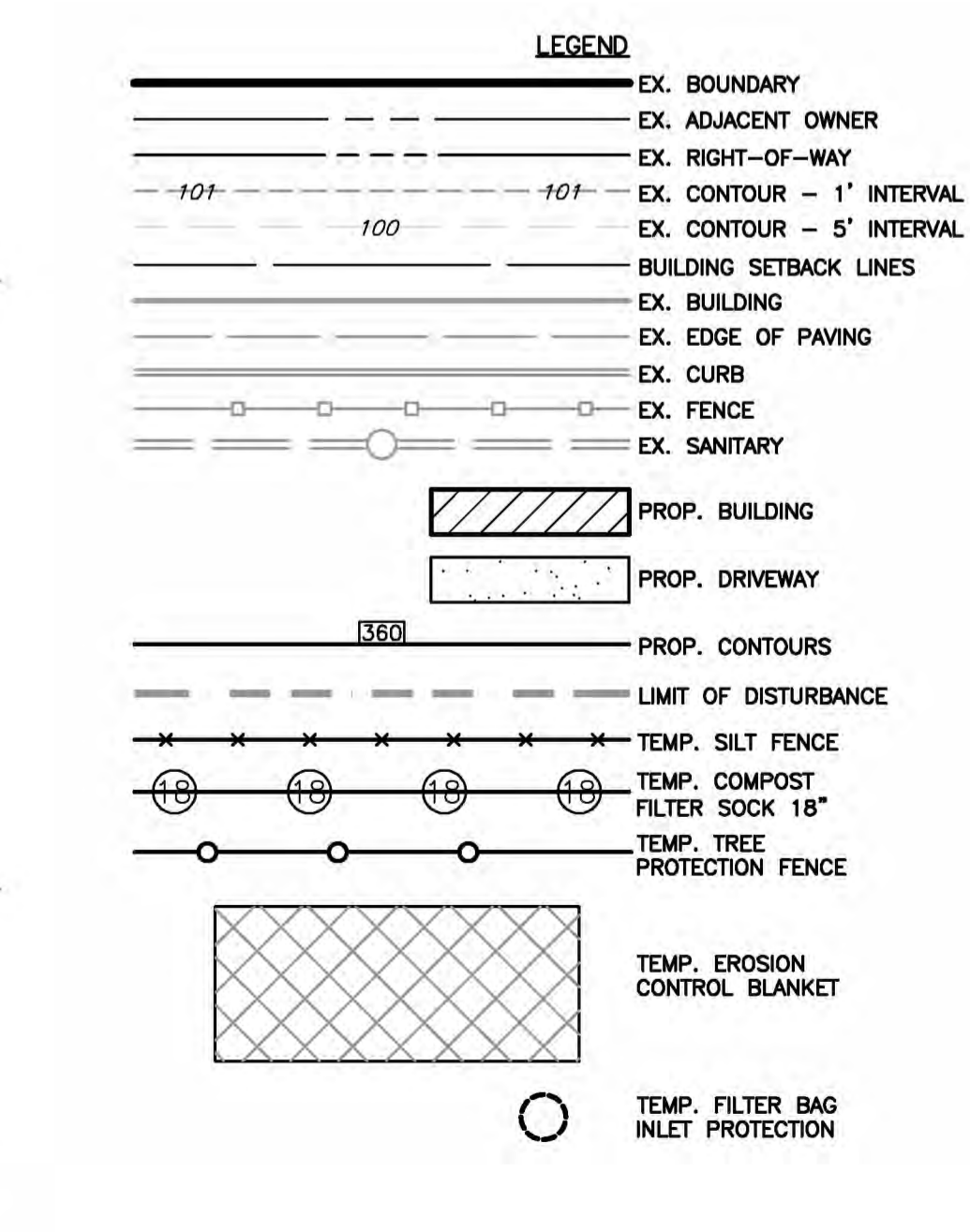
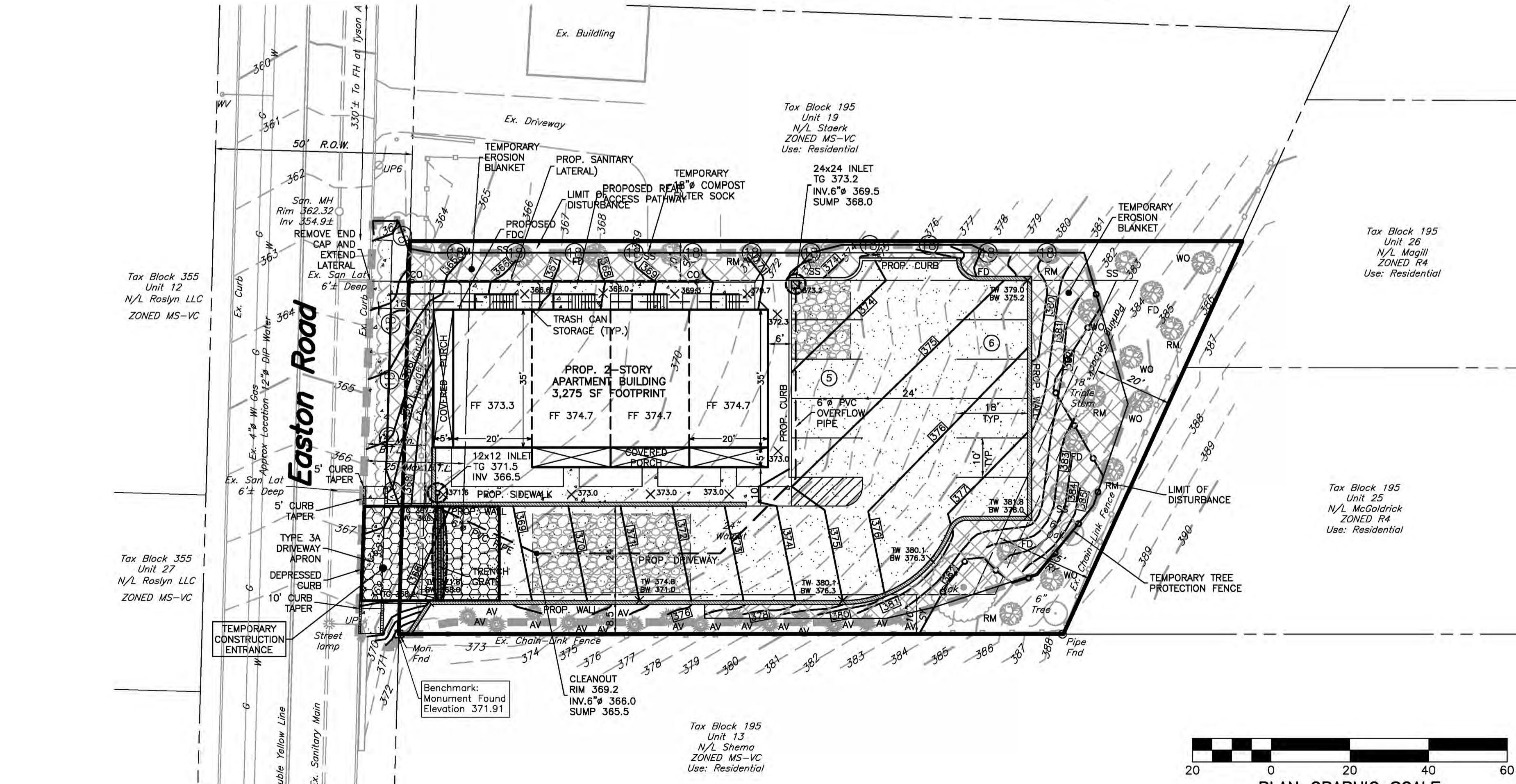


CONSTRUCTION NOTES:

- 1. PROTRACT ENGINEERING, INC. DOES NOT GUARANTEE THE ACCURACY OF LOCATIONS FOR EXISTING SUBSURFACE UTILITY STRUCTURES SHOWN ON THE PLANS. NOR DOES CONTRACT ENGINEERING, INC. GUARANTEE THAT ALL SUBSURFACE STRUCTURES ARE SHOWN. TO COMPLY WITH ACT 187 THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES BEFORE THE START OF WORK.
2. SANITARY SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS OF ABINGTON TOWNSHIP.
ALL SANITARY SEWER PIPING WITHIN THE PUBLIC RIGHT-OF-WAY IS REQUIRED TO BE DUCTILE IRON PIPE.
NO TREES, BUSHES, SHEDS, STORAGE BUILDINGS, STRUCTURES, POOLS NOR FENCES SHALL BE ERRECTED WITHIN 10 FEET, EACH SIDE OF THE CENTERLINE OF THE COMMON SANITARY SEWER.
THE COMMON LATERAL SHALL BE 6 INCH DIAMETER PIPE AND EACH RESIDENTIAL UNIT PIPE SHALL BE 4 INCH DIAMETER.
WHEREVER POSSIBLE, SANITARY SEWERS SHOULD BE LAID AT LEAST 10 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED WATER MAINS. IF THIS SEPARATION IS NOT POSSIBLE (INCLUDING AT CROSSINGS) THE ELEVATION OF THE TOP OF THE SEWER SHOULD BE AT LEAST 18 INCHES BELOW THE BOTTOM OF THE WATER MAIN. WHERE LESS THAN AN 18\"/>

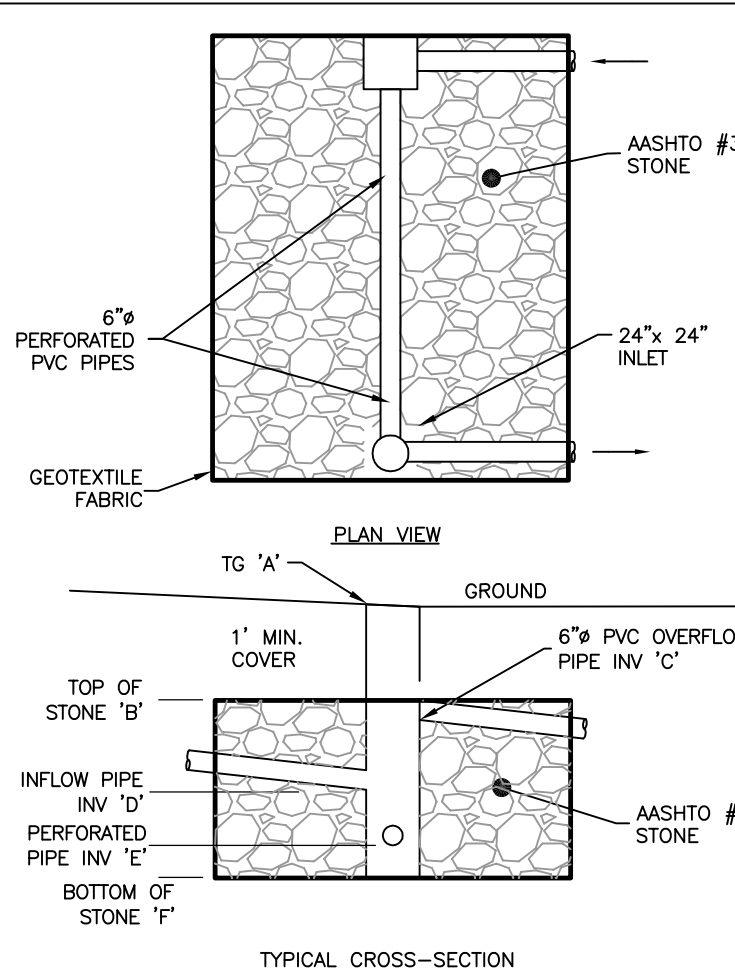
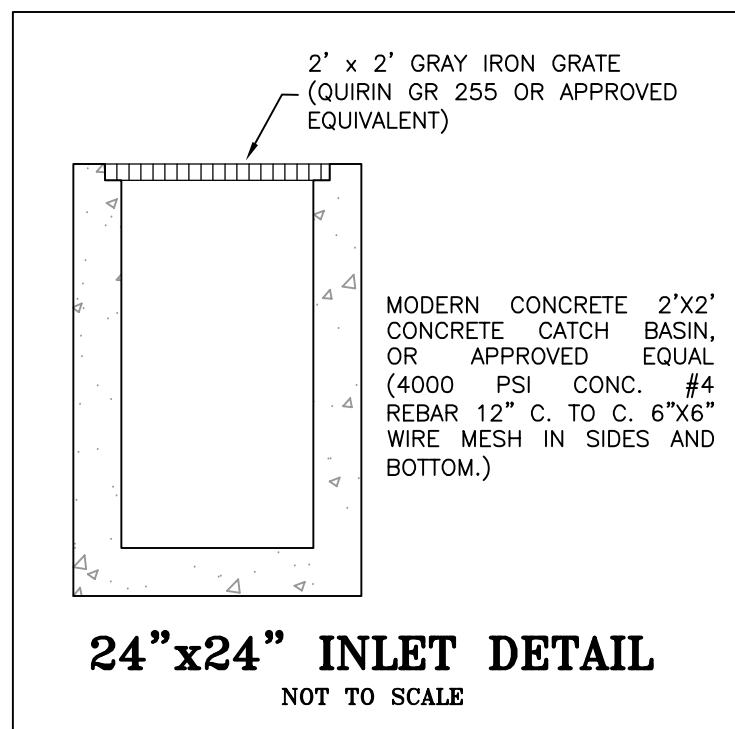


www.ponecall.org SERIAL No. 20173461491



Professional engineering stamp for ProTract Engineering, Inc. including project information: TAX BLOCK 195 UNIT 15, SHEET 2 OF 26, and contact details for the company.



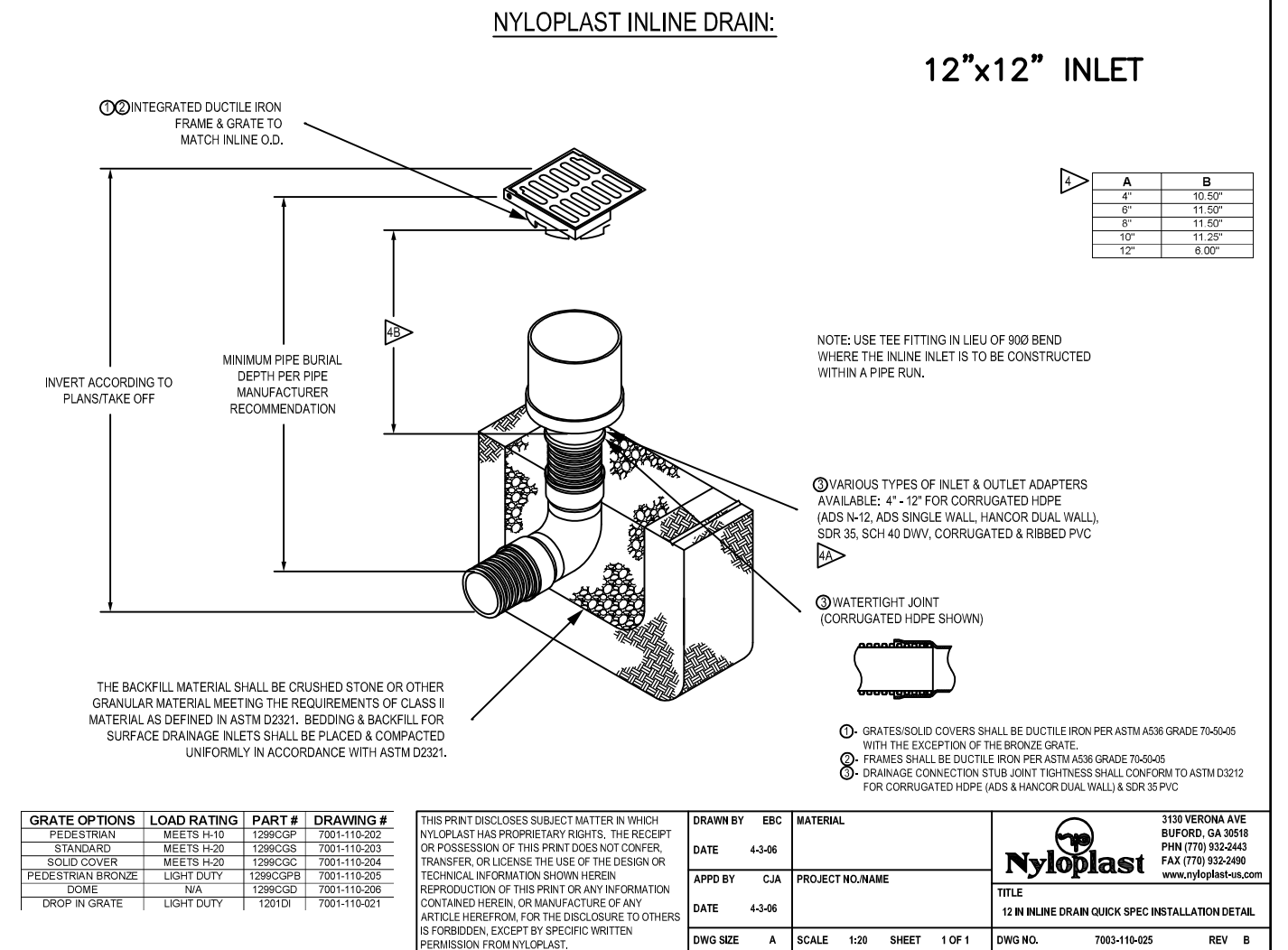
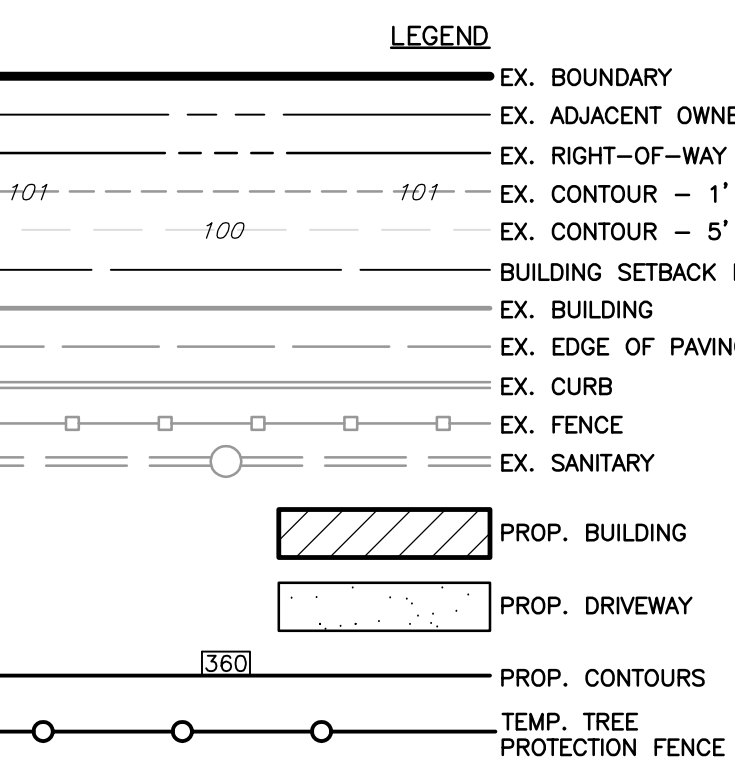


NOTES:  
 1. ALL ROOF AREAS DRAIN TO SEEPAGE BED.  
 2. WRAP ENTIRE BED WITH GEO-TEXTILE FABRIC.

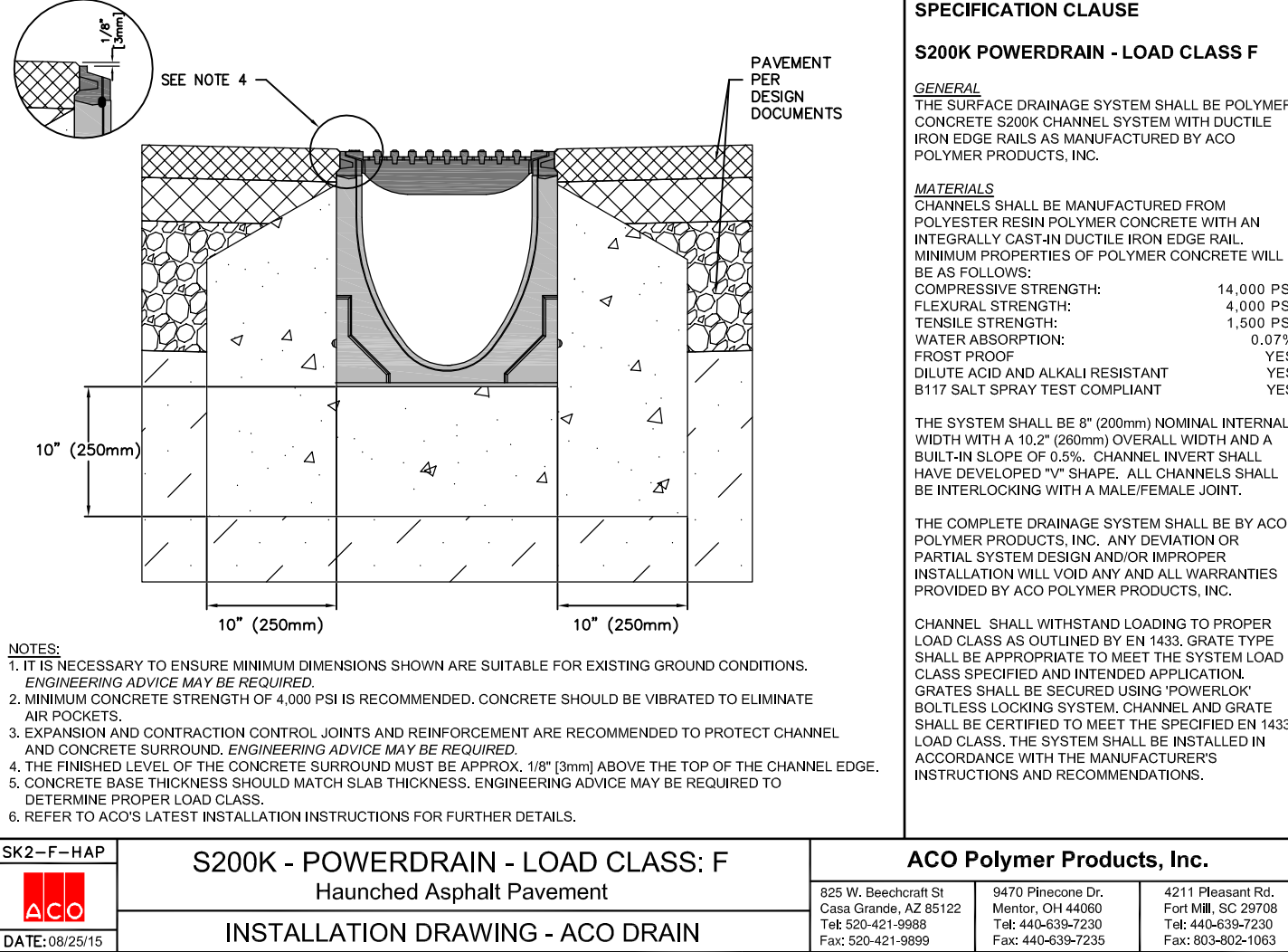
**INFILTRATION BED B1 & B2 DETAIL**  
 NOT TO SCALE

**INFILTRATION BED DIMENSIONS**

INFILTRATION BED	B1	B2
BED WIDTH x LENGTH x DEPTH	15 x 20 x 3.0	20 x 40 x 2.0
VOLUME = L*W*D*0.4(VOLIDS) CF	360	640
'A' TOP OF GRATE	369.2	373.2
'B' TOP OF STONE	368.0	372.0
OVERFLOW PIPE SIZE	6"Ø	6"Ø
'C' OVERFLOW INVERT	N/A	372.5
'D' INFLOW INVERT	366.0	369.5
'E' DISTRIBUTION PIPE INVERT	366.5	369.5
'F' BOTTOM OF STONE	366.0	369.0



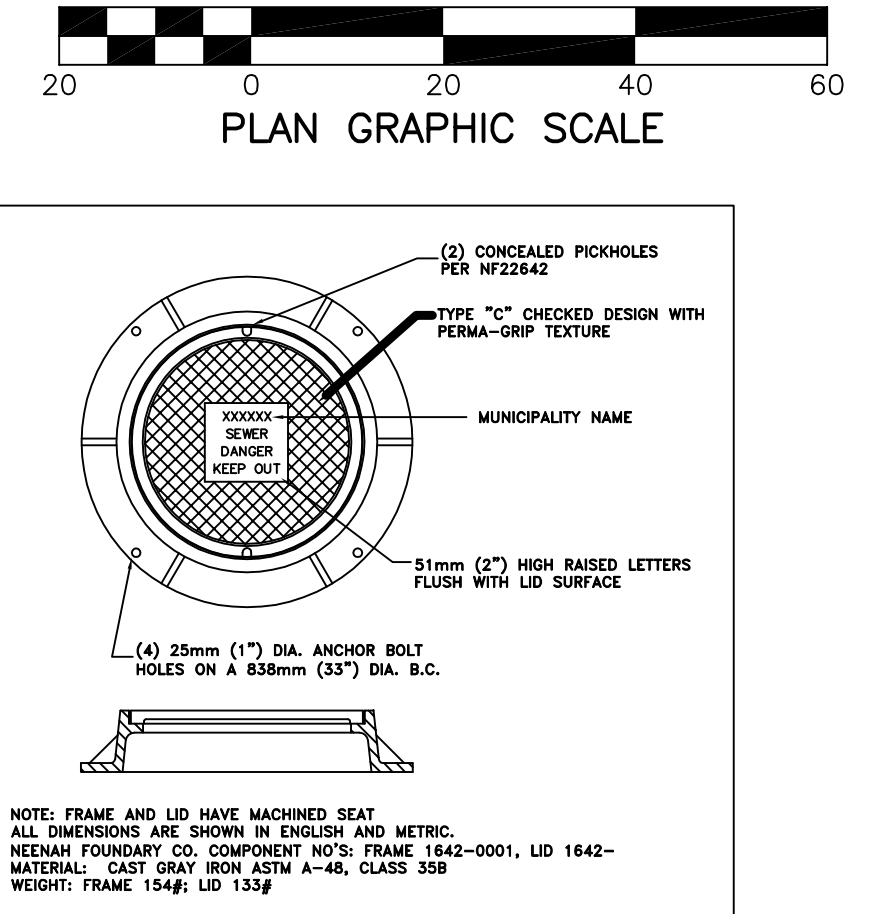
DATE	BY	DESC	SCALE	SHEET	OF
02/20/13	AC	SK2-F-HAP	1/8" = 1'-0"	1	1



DATE	BY	DESC	SCALE	SHEET	OF
02/20/13	AC	SK2-F-HAP	1/8" = 1'-0"	1	1

**TRENCH GRATE NOTES:**

- TRENCH DRAIN SHALL BE ACO DRAIN POWERDRAIN S200K LOAD CLASS F WITH DUCTILE IRON GRATE (OR EQUAL) INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.
- COMPONENTS REQUIRED ARE AS FOLLOWS:
  - 1 EA. SK2-1 SLOPED CHANNEL - 39.37'
  - 1 EA. SK2-2 SLOPED CHANNEL - 39.37'
  - 1 EA. SK2-3 SLOPED CHANNEL - 39.37'
  - 1 EA. SK2-4 SLOPED CHANNEL - 39.37'
  - 1 EA. SK2-5 SLOPED CHANNEL - 39.37'
  - 1 EA. SK2-6 SLOPED CHANNEL - 39.37'
  - 1 EA. SK2-7 SLOPED CHANNEL - 39.37'
  - 2 EA. 8" CHANNEL UNIVERSAL END CAP
- CONNECT 6" PVC DRAINAGE PIPES TO THE GRATE AS SHOWN ON THE PLAN. PIPE FROM 12"x12" YARD INLET CONNECTS TO END CAP. PIPE TO INFILTRATION BED CONNECTS TO BOTTOM OF CHANNEL WITH 90' BEND.



**CLEAN-OUT PROTECTION SLEEVE**  
 (FOR USE IN OR NEAR PAVED OR SIDEWALK AREAS)  
 N.T.S.

**DETECTION SYSTEM MAINTENANCE NOTES:**

THE DETENTION SYSTEM IS A PERMANENT FACILITY AND SHALL NOT BE MODIFIED OR REMOVED UNLESS PRIOR APPROVAL IS GRANTED BY ABINGTON TOWNSHIP. THE PROPERTY OWNER OR OWNERS HIS/THEIR SUCCESSOR OR ASSIGNS SHALL BE RESPONSIBLE FOR THE PERPETUAL MAINTENANCE OF ALL GRADES AND ELEVATIONS OF SUCH FACILITIES, AND SHALL DO NOTHING TO ALTER OR DAMAGE SAME OR OTHER DETENTION STRUCTURES AND DEVICES.

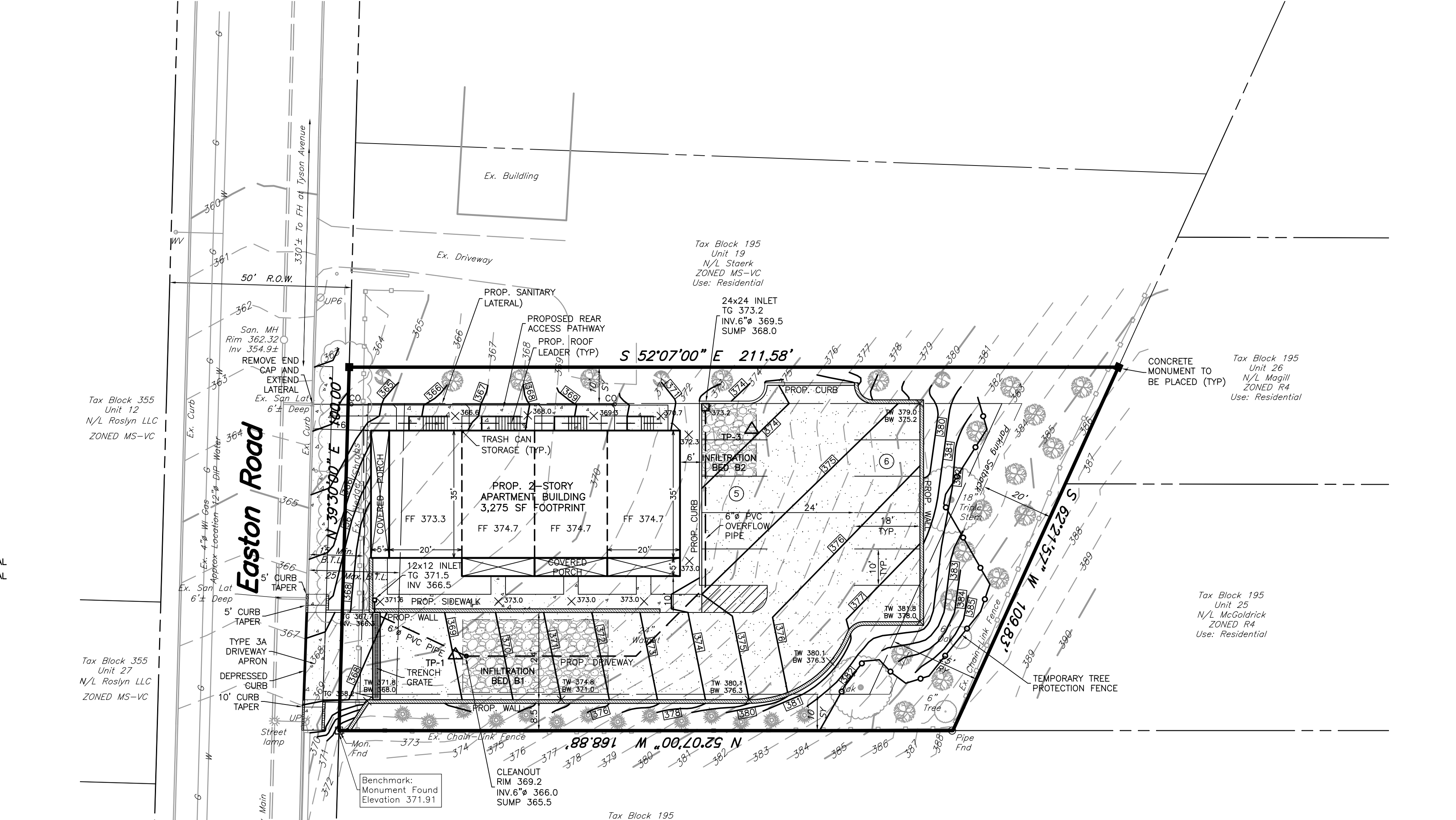
THESE RESPONSIBILITIES SHALL INCLUDE REMOVING SILT, TRASH, AND DEBRIS AND DISPOSING OF IT IN A MANNER AND AT A LOCATION APPROVED BY THE COUNTY CONSERVATION DISTRICT AND THE TOWNSHIP; RESTORING ERODED AND SETTLED AREAS; ABINGTON TOWNSHIP SHALL HAVE PERPETUAL EASEMENT ON AND OVER THE AREAS OF THE DETENTION SYSTEM FOR THE PURPOSE OF EMERGENCY MAINTENANCE AND REPAIR OF SAID PERMANENT FACILITIES.

THE AFORESAID RESPONSIBILITIES OF THE PROPERTY OWNERS SHALL BE SUBJECT TO ENFORCEMENT BY ABINGTON TOWNSHIP. IN THE EVENT THAT THE OWNER FAILS TO HONOR THE RESPONSIBILITY SET FORTH HEREIN, IN ANY MANNER, ABINGTON TOWNSHIP SHALL HAVE THE RIGHT OF ENTRY UPON AND WITHIN THE DETENTION SYSTEM, TO UNDERTAKE SUCH CORRECTIVE OR MAINTENANCE EFFORTS. THE COST OF SUCH AS WELL AS ADMINISTRATIVE, ENGINEERING, AND LEGAL COSTS FOR ENFORCEMENT, MAY BE IMPOSED UPON THE RESPONSIBLE LOT.

FAILURE TO REMEDY ALL ASSOCIATED COSTS DESCRIBED, MAY BE SUBJECT TO THE IMPOSITION OF A LIEN BY THE TOWNSHIP AGAINST THE LOT OR LOTS IN QUESTION, IN THE SAME MANNER AS THE TOWNSHIP MIGHT OTHERWISE BE EMPOWERED BY LAW TO ASSESS OR OPPOSE A LIEN AGAINST A PROPERTY FOR MUNICIPAL IMPROVEMENTS.

INSPECTION ACTIVITIES:  
 THE SYSTEM SHALL BE INSPECTED EVERY 3 MONTHS FOR OBSTRUCTION OF INLET GRATES, ACCUMULATED SILT, LEAVES AND OTHER DEBRIS IN INLETS AND PIPES. ANY SILT, SOIL, LEAVES OR DEBRIS WILL NEGATIVELY IMPACT THE PERFORMANCE OF THE SYSTEM. IF NECESSARY, THE OWNER SHALL RETAIN THE SERVICES OF A LICENSED ENGINEER TO EVALUATE ANY PERSISTENT PROBLEMS.

MAINTENANCE ACTIVITIES:  
 DEBRIS AND SILT SHALL BE REMOVED, AND CLOGGED STONE AREAS REMOVED AND REPLACED. PARTICULAR ATTENTION SHOULD BE PAID TO PREVENTING SEDIMENT AND SOIL FROM ENTERING THE DETENTION BED. ALL DOWNSPOUTS AND OVERFLOW PIPES SHOULD BE KEPT IN GOOD WORKING ORDER. SILT AND Silted FILTER MATERIAL SHALL BE DISPOSED OF IN A MANNER AND AT A LOCATION APPROVED BY THE COUNTY CONSERVATION DISTRICT AND THE TOWNSHIP.



**Infiltration Test Tabulation**

Test Pit No.	Approx. Ground Surface (ft)*	Infiltration Test Depth (ft)	Approx. Test Elevation (ft)	Infiltration Rate (in/hr)	Limiting Zone Elevation (ft)
1	370.3	3.0	367.3	9.06	364.0
3	374.4	5.0	369.4	0.56	None

Reference: Stormwater Infiltration Report by Penn's Trail, LLC dated 12-01-2017

**TOPOGRAPHIC VERIFICATION NOTES:**

THE CONTRACTOR SHALL FIELD VERIFY THE TOPOGRAPHY OF THE AREAS PROPOSED FOR CONSTRUCTION PRIOR TO THE START OF CONSTRUCTION. ELEVATIONS FOR AREAS WHERE PROPOSED PAVING MEETS EXISTING PAVING SHALL BE CHECKED IN THE FIELD. ANY DISCREPANCIES THAT HAVE AN IMPACT ON THE DESIGN AS SHOWN ON THESE PLANS SHALL BE REPORTED TO THE DESIGN ENGINEER PRIOR TO ANY CORRECTIVE ACTION BEING TAKEN.

PRIOR TO THE INSTALLATION OF THE SANITARY SEWER AND/OR STORM SEWER SYSTEMS, THE EXISTING SEWER INVERT ELEVATION AT ANY PROPOSED CONNECTION POINT(S) SHALL BE VERIFIED. ANY DISCREPANCIES IN THE ACTUAL INVERT ELEVATION AND THE INVERT ELEVATION SHOWN ON THIS PLAN SHALL BE REPORTED TO THE DESIGN ENGINEER PRIOR TO THE COMMENCEMENT OF THE SEWER INSTALLATION.

All soils within the site are classified as follows by the Soils Survey of Montgomery County September 2016:

Symbol	Description	Group	Limitations	Resolutions
UcdK	Urban land - Edgemont complex, 8 to 25% slopes	B	Curbs/cave, corrosive to concrete, droughty, hydric inclusions, slow percolation, poor as topsoil, frost action.	Trench protection, protect concrete, pump groundwater in excavations to a suitable silt control or dirt bag, provide erosion blanket in channels and on steep embankments, stockpile existing topsoil for reuse.

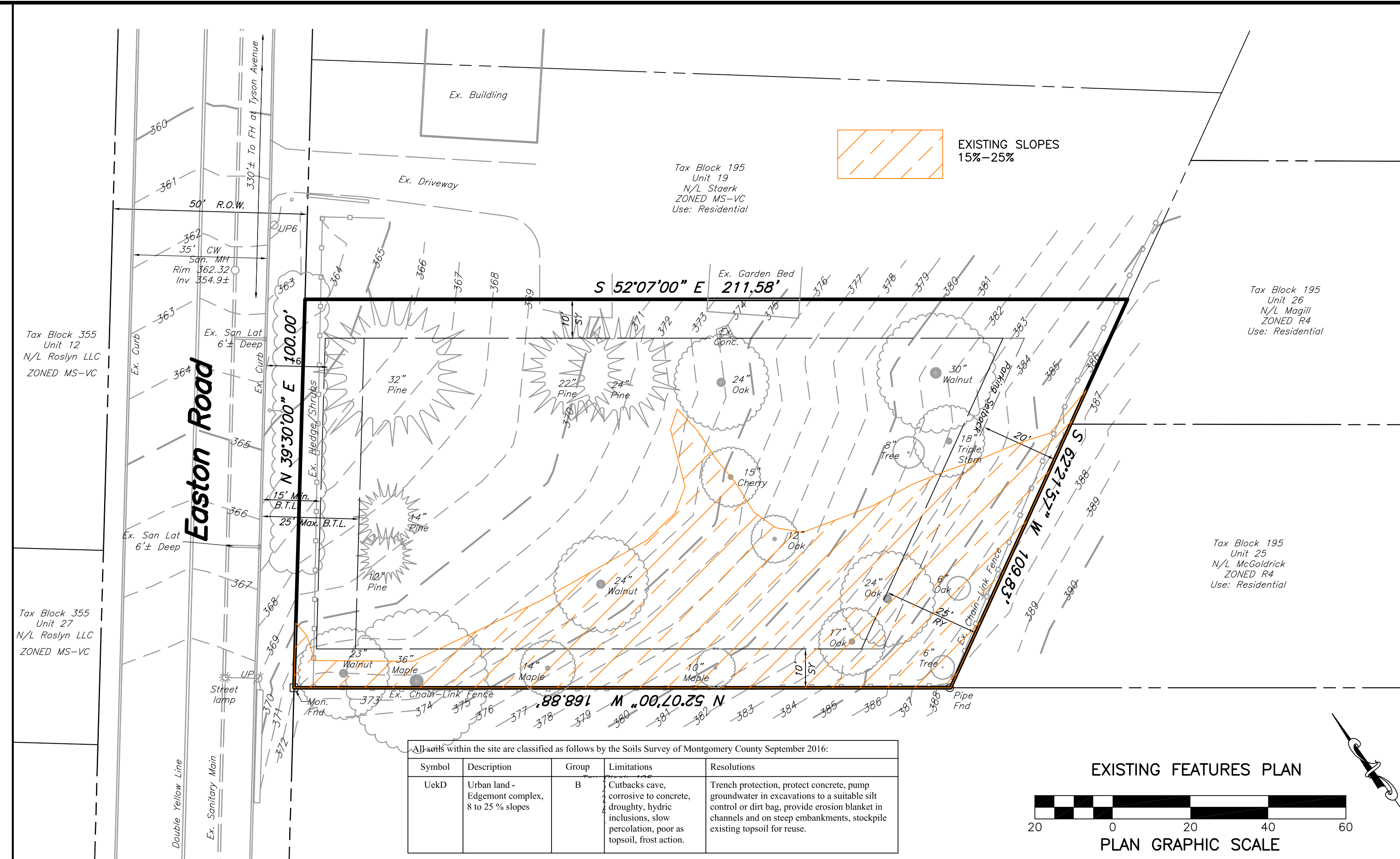
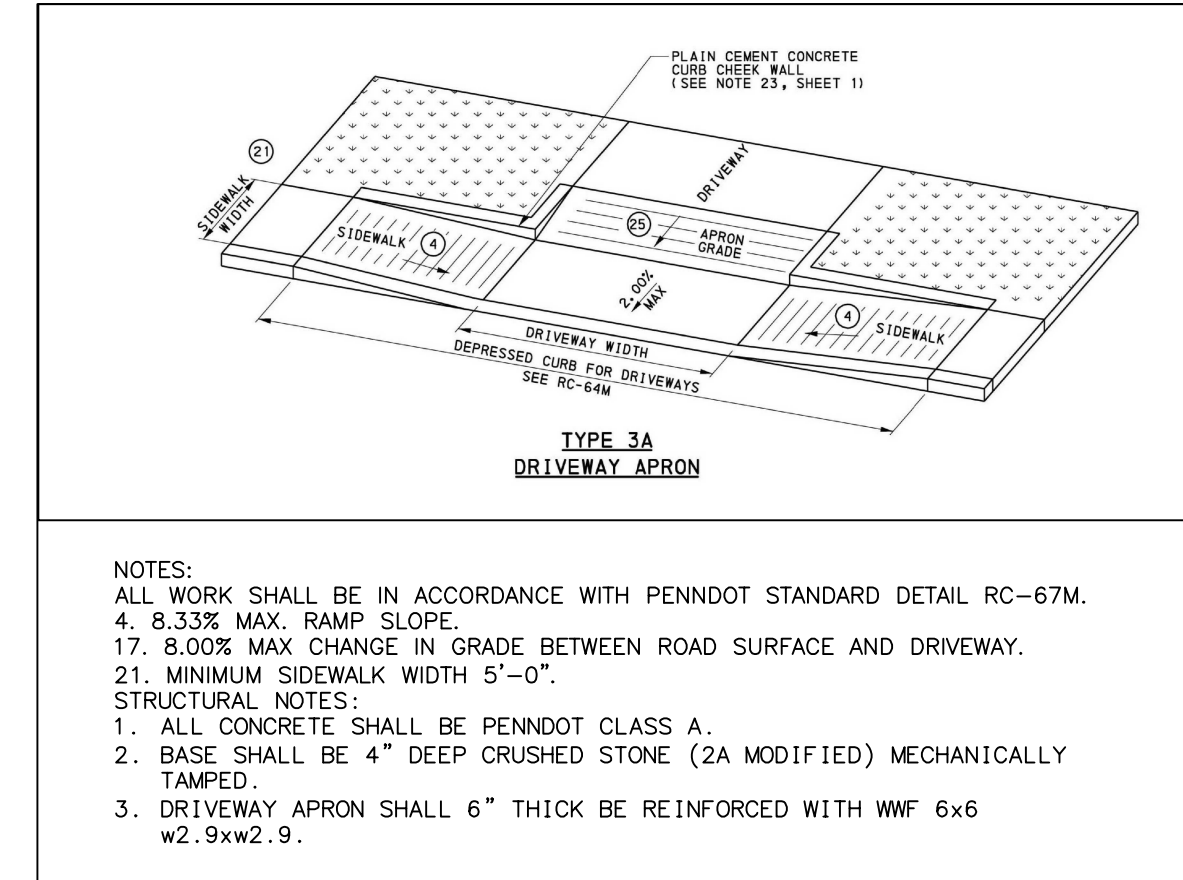
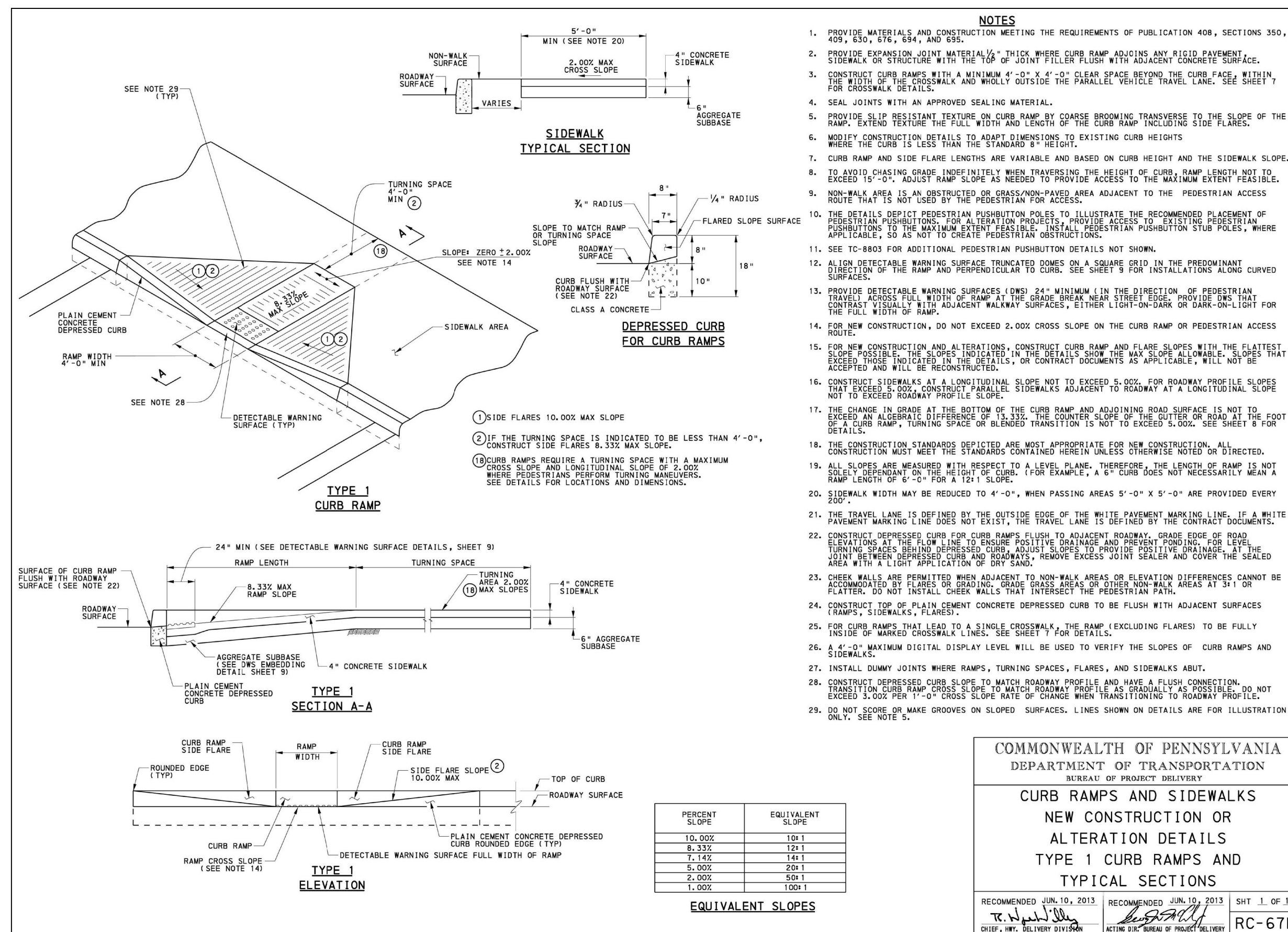
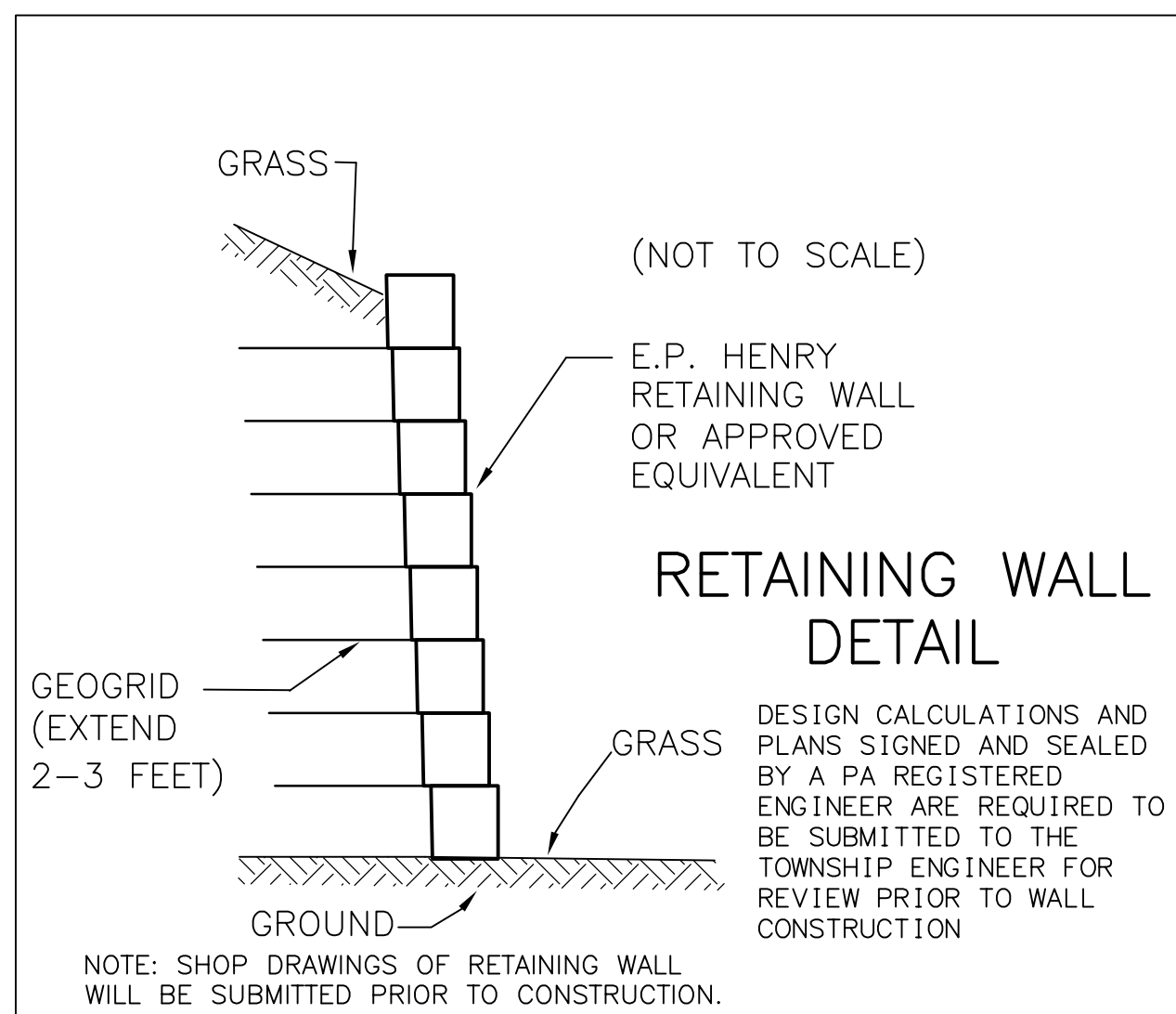
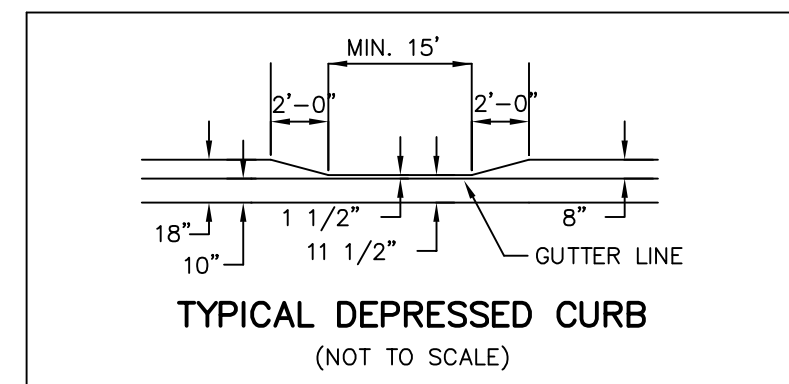
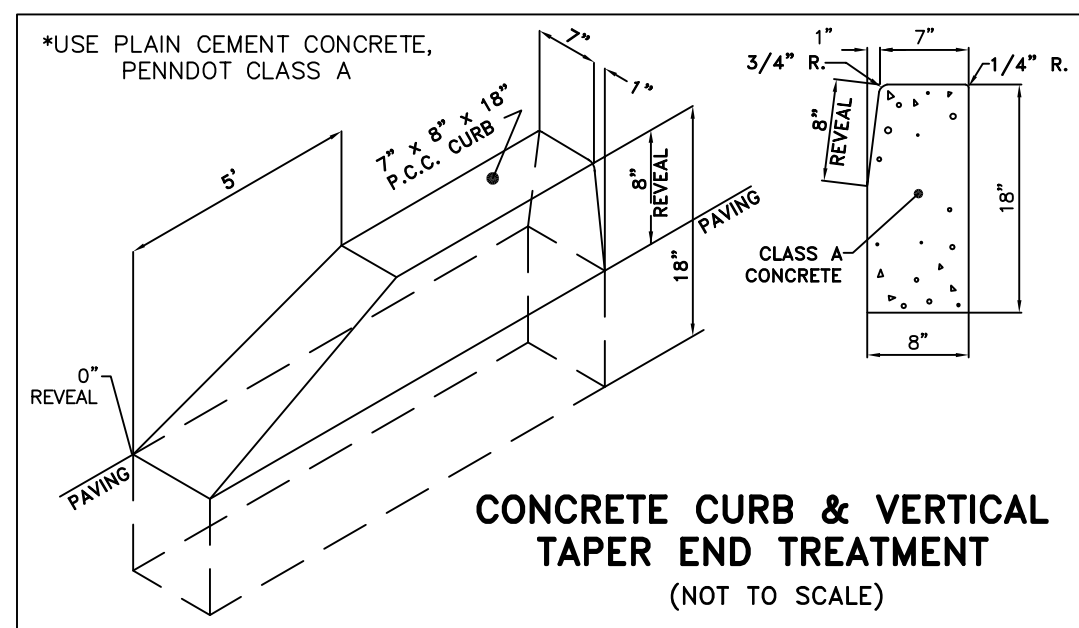
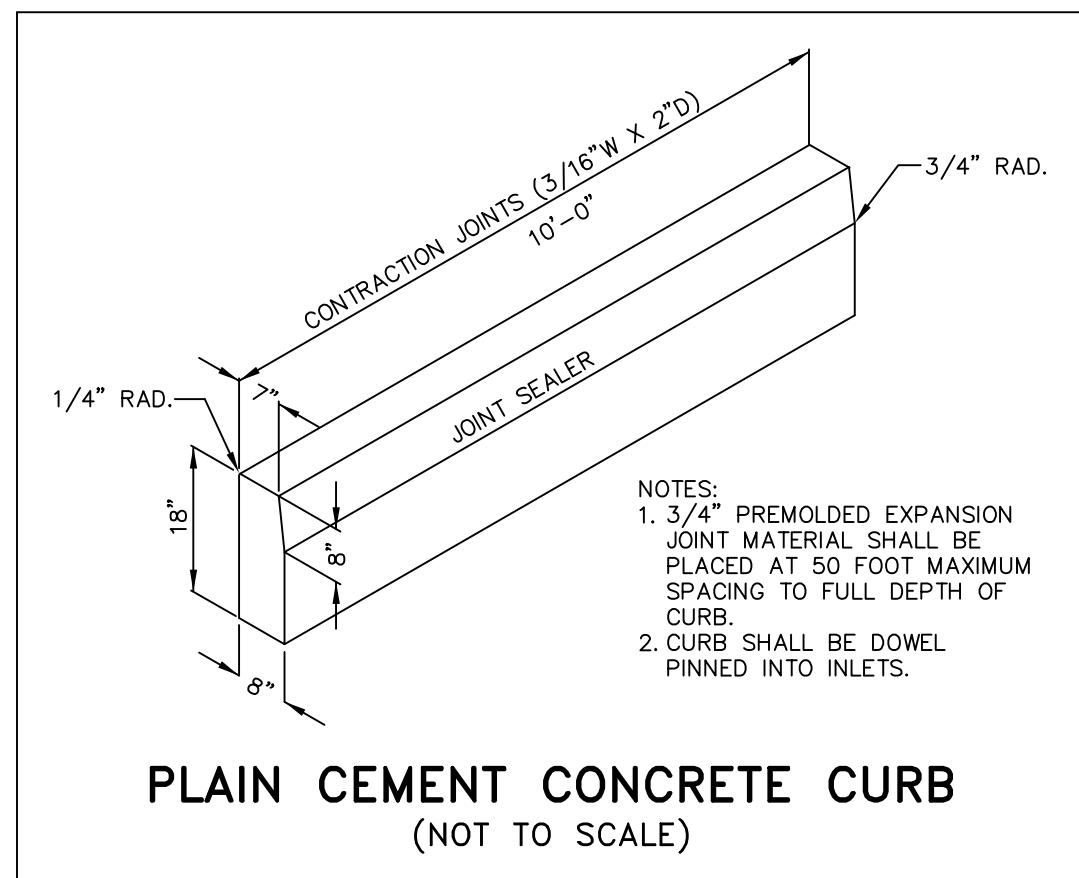
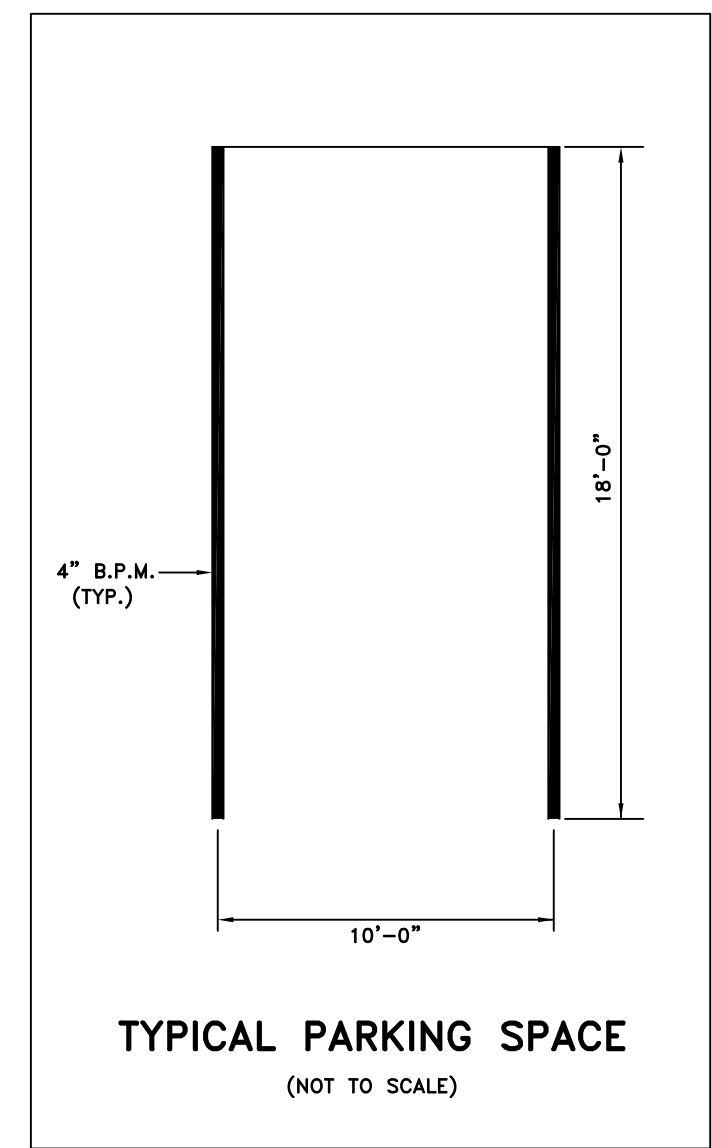
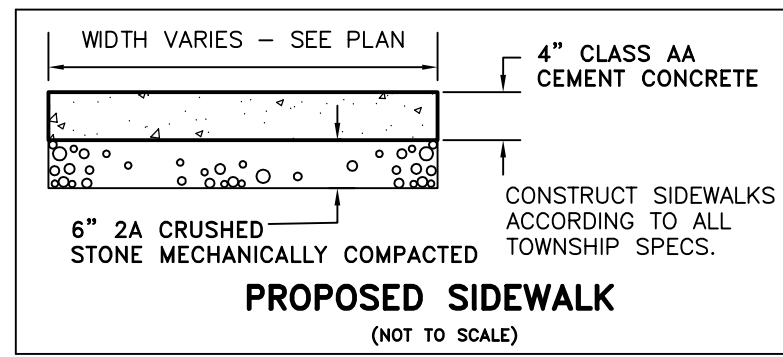
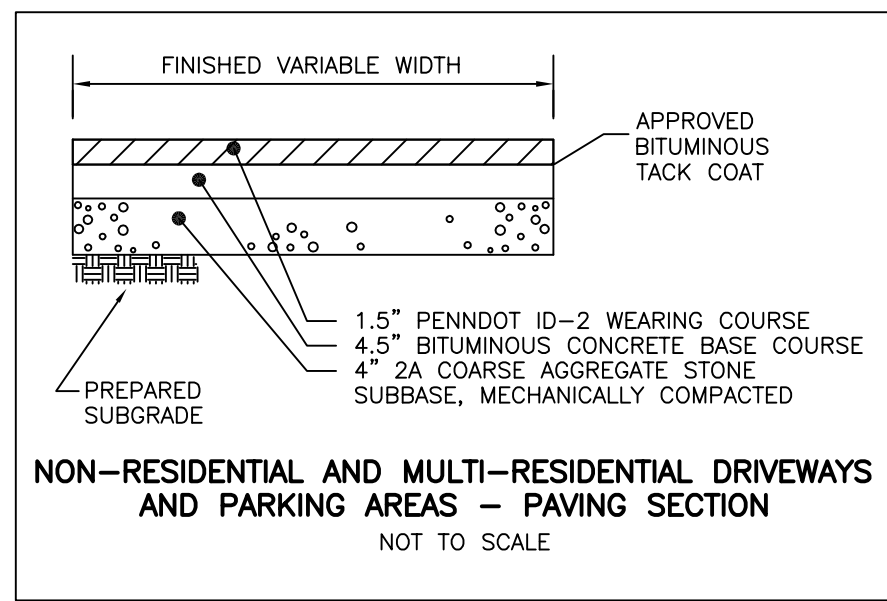
**POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN**  
 PREPARED FOR  
**TAX BLOCK 195 UNIT 15**

Scale: 1" = 20'  
 Sheet Number: 3 of 6

Project Number: H2423  
 Date: 12-29-17

Prepared by: JBG/NTR  
 Checked by: JBG/NTR  
 Approved by: JBG/NTR

ProTract Engineering, Inc.  
 64 East Moreland Avenue, P.O. Box 88  
 Harborside, Pennsylvania 19040  
 Phone: (215) 442-9280  
 Fax: (215) 442-9288



Symbol	Description	Group	Limitations	Resolutions
UckD	Urban land - Edgeland complex, 8 to 25 % slopes	B	Curbside, concrete, drainage, voids in inclusions, slow percolation, poor as topsoil, frost action.	Trench protection, protect concrete, pump groundwater in excavations to a suitable silt control or dirt trap, provide erosion blanket in channels and on steep embankments, stockpile existing topsoil for reuse.

NORTH ARROW

Project Name	H2423
Project Number	46
Sheet Number	46
Scale	AS SHOWN
City	ABINGTON
County	MONTGOMERY
Block	12-29-17
Unit	AS SHOWN
Sheet	46
Project	H2423
Drawn/Engineer	JBG/NTR
Checked	
Per Review	
Letter	
Comments	

**DETAIL PLAN**  
PREPARED FOR  
**TAX BLOCK 195 UNIT 15**

**ProTract**  
Engineering, Inc.  
64 East Moreland Avenue, P.O. Box 68  
Harboro, Pennsylvania 18040  
Phone (215)442-9280  
Fax (215)442-9288







**FINANCE COMMITTEE**

---

**AGENDA ITEM**

FEBRUARY 20, 2018

*DATE*

Finance

*DEPARTMENT*

FC-05-022018

*AGENDA ITEM NUMBER*

**FISCAL IMPACT**

Cost > \$10,000.

Yes

No

**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes

No

---

**AGENDA ITEM:**

Account Transfer Authorization - Funding for Library Chillers

---

**EXECUTIVE SUMMARY:**

Unseasonably warm weather required additional months of temporary chillers at the Abington Library in order to assure the preservation of the library's collection of books and other papers. 2018 "Friends of the Library" fund are unavailable.

---

**PREVIOUS BOARD ACTIONS:**

August 10, 2017 - Commissioners approved the motion to ratify the Township Manager's approval of expending unappropriated funds in the amount of \$16,973.46 from the Permanent Improvement Capital Fund for Temporary Chillers from quotes solicited and received by the Abington Library.

---

**RECOMMENDED BOARD ACTION:**

Motion to authorize a transfer of \$5,600.00 from 2017 Contingency expense account #01-01-002-5299 for additional months for cooling units during library air conditioner replacement.

# **NEW BUSINESS**



## ADMINISTRATIVE CODE AND LAND DEVELOPMENT

### AGENDA ITEM

April 4, 2018

DATE

ACL-02-041218

AGENDA ITEM NUMBER

Engineering & Code

DEPARTMENT

#### FISCAL IMPACT

Cost > \$10,000.

Yes

No

#### PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

#### AGENDA ITEM:

Abington Friends School Application

#### EXECUTIVE SUMMARY:

The Abington Friends School, owner and applicant for the property located at 575 Washington Lane, Jenkintown, PA 19046. The applicant seeks approval to renovate the existing playing fields by creating a multipurpose playing field. A new synthetic playing surface will be installed with a six-lane track, lighting, safety netting and additional landscaping. In addition, the plan plots the location of a new gymnasium that is proposed to be added to the existing building. The property is zoned within the Community Service District of Ward No. 7 of the Township of Abington.

#### PREVIOUS BOARD ACTIONS:

Reviewed by the Planning Commission at their meeting held on March 27th and received Montgomery County Planning Commission review letter dated March 19th. Please see attached review letter.

#### RECOMMENDED BOARD ACTION:

Motion of approval of the plan providing the applicant obtains Zoning Hearing Board approval and a favorable review from the Abington Township Planning Commission.

January 26, 2018

Abington Friends School

Abington Township Board of Commissioners  
1176 Old York Road  
Abington, Pa. 19001

Dear Board Commissioners of Abington Township:

The education program at Abington Friends School, now in its 322<sup>nd</sup> year, upholds the Quaker principles of engaging in community and stewardship for the earth. We lead by example in teaching our students the importance of being good neighbors and caring for the earth.

The School has launched the following initiatives over the past three years that stem directly from those principles:

- The Headwaters Discovery Playground, opened in September 2016, has been hailed as one of the top five outdoor classrooms in the world. Its wooden towers, network of rope bridges, natural grasses and stacks of boulders invite children to discover their own lessons about nature. The playground is open to the public, and has become a favorite playspace among elementary school age children in neighboring Abington and Jenkintown. The playground overlooks the headwaters of the Jenkintown Creek and incorporates stormwater controls that link it to the creek's restoration features outlined below.
- A collection of 300 trees on our School grounds and Meeting House property, professionally studied and tagged, brought Abington Friends the distinction in 2016 of becoming the first secondary school in the nation to win national accreditation as an arboretum. Details about our stately trees, including one that dates to the Civil War and two that were seedlings from the historic Wye Oak tree of Maryland, are found in deeper detail on a website our students created for the arboretum, which is open to the public. The Pennsylvania Horticultural Society held its Tree Tender classes at AFS, teaching community members how to plant trees and understand how trees benefit the environment.
- An alliance between the school and the Tookany-Tacony/Frankford Watershed Partnership has led to an award-winning restoration of Jenkintown Creek, which flows across the campus. A riparian buffer, two rain gardens and a bioswale have been built along an 850-foot section of the creek, improving water quality, controlling erosion and stormwater and creating a healthier habitat for wildlife that live in and along the stream. Students have planted more than 350 trees and shrubs on the banks of the stream in a joint effort with community partners that has won support from the William Penn Foundation, the National Fish and Wildlife Foundation and Pennsylvania's Department of Environmental Protection. Temple University's Center for Sustainable Communities and the Villanova Urban Stormwater Partnership are monitoring performance of these projects.
- In May 2017, first graders and members of the senior class planted two pink flowering dogwood trees on campus as part of the School's annual celebration of Arbor Day, a tradition that extends back more than a century. Because of this rite of spring, our campus is dotted with twin trees that

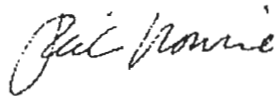


were planted down through the years. When our alumni return to campus they often pay a visit to their class's tree.

- The annual ECOFest, which the school sponsors each spring, is an ecology fair that invites the community to recycle household clothing and goods, e-cycle electronics and participate in nature-related games and activities. The free event celebrates care for the environment and draws a large crowd of parents with children in tow.

In light of the initiatives mentioned above, we respectfully request that Abington Township consider relief with a mutually agreeable approach of tree requirements associated with the Zoning Ordinance and SALDO obligations. I can be reached at [rnourie@abingtonfriends.net](mailto:rnourie@abingtonfriends.net) or at 215-576-3962 if you have any questions.

All the best,



Rich Nourie  
Head of School

**Township of Abington  
APPLICATION FOR APPROVAL OF PLAN**

Submission Date 2/15/18  
January 26, 2018 Application No. LD-18-02

To the Board of Commissioners of the Township of Abington:

The undersigned hereby makes application for approval of plan type as indicated below, under the provisions of the Code of Abington Township, Chapter 146, entitled 'The Subdivision and Land Development Regulations of the Township of Abington of 1991', and any supplements and amendments thereto.

[Signature]  
Signature of Applicant

[Signature]  
Signature of Land Owner

Title of Plan Submitted: Abington Friends School - Proposed Athletic Improvements

A. Plan Type:

- |  |  |
|--|--|
| <input type="checkbox"/> Minor Subdivision             | <input checked="" type="checkbox"/> Minor Land Development |
| <input type="checkbox"/> Preliminary Major Subdivision | <input type="checkbox"/> Pre Major Land Development        |
| <input type="checkbox"/> Final Major Subdivision       | <input type="checkbox"/> Final Major Land Development      |
| <input type="checkbox"/> Preliminary Major SD & LD     | <input type="checkbox"/> Final Major SD & LD               |

B. Plan Identification:

Plan Dated: January 26, 2018 Engineer: Charles E. Sincemaker, Inc

Plan Proposes: Brief narrative of the proposed activity. Commercial applications to include building square footage and specific uses; Residential applicants to include number of lots and amount of dwelling unit types:

Project includes Improvements to existing Athletic Facilities to include renovation's addition to existing Athletic Building and an upgrade to the existing athletic field that includes a track and synthetic turf field.

C. Property Identification:

Address/Location 575 Washington Lane, Jenkintown  
between streets Greenwood Ave and Fairacres Rd

(continued on next page)

# Township of Abington

## APPLICATION FOR MODIFICATION OF PLAN

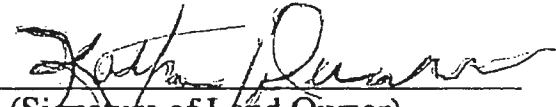
Submission Date 2/5/18

Application No. LD-18-02

To the Board of Commissioners of the Township of Abington:

The undersigned hereby makes application for modification of plan application requirements as indicated below, under the provisions of the Code of Abington Township, Chapter 146, entitled The Subdivision and Land Development Regulations of the Township of Abington of 1991, and any supplements and amendments thereto.

  
(Signature of Applicant)

  
(Signature of Land Owner)

Title of Plan Submitted: Abington Friends School Athletic Improvements

### A. Plan Type:

- |  |  |
|--|--|
| <input type="checkbox"/> Minor Subdivision             | <input checked="" type="checkbox"/> Minor Land Development       |
| <input type="checkbox"/> Preliminary Major Subdivision | <input checked="" type="checkbox"/> Preliminary Land Development |
| <input type="checkbox"/> Final Major Subdivision       | <input checked="" type="checkbox"/> Final Land Development       |
| <input type="checkbox"/> Preliminary Major SD & LD     | <input type="checkbox"/> Final Major SD & LD                     |

Regulation Topic	Section #	Extent of Modification Requested
_____	_____	See Attached Sheet
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\*\*\*\*\*

Fees acknowledged and modification request received:

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Date

**CHARLES E. SHOEMAKER, INC.**

*ENGINEERS AND SURVEYORS*  
SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS  
1007 EDGE HILL ROAD  
ABINGTON, PENNSYLVANIA 19001

**MODIFICATION OF PLAN**

Date: January 26, 2018

**ABINGTON FRIENDS – ATHLETIC FACILITY IMPROVEMENTS - WAIVERS**

<b>Regulation Topic</b>	<b>Section#</b>	<b>Extent of Modification</b>
Plan Stages	146-9.A.	From requirement to file a plan in two stages as Preliminary Plan and again as Final Plan.
Drafting Scale	146-10.A.1.	From requirement plan horizontal scale not be smaller than one inch equals fifty (50) feet.
Existing Features	146-11.B.7.	From the requirement to depict all existing features within 400 feet of the site.
Drainage	146-33.7.	From the requirement to specify City No. 1 inlets.

D. Applicant Identification:

Applicant Abington Friends School  
 Address 575 Washington Lane Phone 215-576-3950

Land Owner John Barnes Trustees Inc  
 Address 520 Meetinghouse Rd Phone \_\_\_\_\_

Equitable Land Owner \_\_\_\_\_  
 Address \_\_\_\_\_ Phone \_\_\_\_\_

Architect Wallace, Roberts & Todd, LLC  
 Address 1700 Market St Philadelphia Phone 215-732-5215

Engineer Charles E. Sheemaker, Inc  
 Address 1007 Edge Hill Rd, Abington Phone 215-887-2165

Attorney Dwane Morris LLP  
 Address 30 South 17th St Philadelphia Phone 215-979-1307

IMPROVEMENTS PROPOSED

UNITS

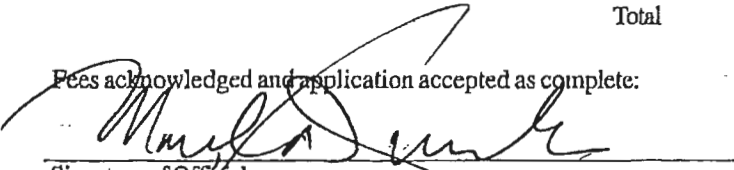
ESTIMATED COST

Streets	_____	_____
Street Widening	_____	_____
Street Signs	_____	_____
Street Lighting	_____	_____
Curbs	_____	_____
Sidewalks	_____	_____
Storm Sewers	_____	_____
Water Supply	_____	_____
Fire Hydrants	_____	_____
Sanitary Sewers	_____	_____
Monuments	_____	_____
Shade Trees	_____	_____
Open Space	_____	_____
Park Lane	_____	_____
Other	_____	_____
Total Cost:	_____	_____

.....  
 Fees received from applicant:

Application Fee	<u>300.00</u>
Review Escrow	<u>2500.00</u>
Total	<u>2800.00</u>

Fees acknowledged and application accepted as complete:

  
 \_\_\_\_\_  
 Signature of Official

\_\_\_\_\_ 2/5/18  
 Date

Check # 1700 Rec # 89413

Check # 1699 Rec # 88412



# Township of Abington

Wayne C. Luker, *President*  
Steven N. Kline, *Vice President*  
Richard J. Manfredi, *Manager*  
Jay W. Blumenthal, *Treasurer*

Richard A. Stoneback, PE.  
Charles E. Shoemaker, Inc.  
1007 Edge Hill Road  
Abington, Pa. 19001

March 9, 2018

**Re: Land Development Plan for Abington Friends School, known as Application LD-18-02, located at 575 Washington Lane, Jenkintown, Pa. 19046.**

Dear Mr. Stoneback,

Staff of the Township of Abington have received and reviewed the land development submission packet submitted for alterations to the playing field and addition to the gymnasium. The property is zoned within the Community Service District of Ward #7 of the Township of Abington. The plan proposes alterations and improvements to the existing playing field, as well as a 17, 225 square foot addition to the existing gymnasium. The following is a listing of the staff review comments that will need to be addressed to the satisfaction of the Board of Commissioners of the Township of Abington. Several of the conditions listed within this staff review letter are permit related comments and must be addressed at the time permits are submitted for review. Those comments will be clearly marks with a (BP).

## Engineering Department:

1. Greenwood Ave is a State Road (S.R. 2021). Any and all work in the roadway and the R.O.W. area must be approved/permited with PennDOT prior to start of construction.
2. Washington Lane is a Township Road and a Township border line between Abington Township and Jenkintown Borough (with the AFS side being the Abington Township side). Any work that is proposed in the roadway or ROW area will require a Highway Permit (Road Opening Permit) BEFORE construction starts. This permit has a base fee of \$65.00, plus \$1.00 per square foot of disturbed area. An escrow may be required for extensive work. The Engineering Department will require an itemized cost estimate breakdown of public and private improvements to adjust escrow requirement.
3. This property is in the Tookany-Tacony-Franford Watershed, District B. As per the Abington Township Stormwater Ordinance, the applicant has submitted plans and stormwater management report for this project. They are being reviewed by a third party.

4. I would like to see some improvements proposed to the area near the proposed temporary tire cleaning area (see attachment #1). Perhaps a Stormwater Detention Basin, a Rain Garden, or Underground storm-pipe stormwater retaining system, or similar.
5. I am concerned about the proximity of the field and running track to Greenwood Ave. and Washington La. As designed, it is 54 ft. over the B.S.B.L. on the Greenwood Ave. side and 40 ft. over the B.S.B.L. on the Washington La. Side; and I feel that is too close to the roadway.
6. I suggest Tara Wehmeyer (Asst. Township Manager) and Ed Micciolo (Director of Public Works) have an opportunity to review the plans. I think they are planning a project for Greenwood Ave. and Washington La.
7. The applicant shall provide the Engineer's Office with an "As-Built Plan" upon the completion of the project.

**Fire Marshal's Office:**

8. Fire lanes. Fire lanes shall be provided and maintained where the development of building groups is proposed, as designated by the Fire Marshal.
  - (a) Fire lanes shall permit access to every building by fire-fighting equipment. Fire lanes shall be of an all-weather surface not less than 20 feet of unobstructed width, able to withstand live loads (with a thirty-ton minimum) of fire-fighting apparatus and have a minimum vertical clearance of 14 feet; and they shall be located not less than five feet nor more than 30 feet from any structure. The grade of the fire lane shall be within the limits established by the Fire Marshal.
  - (b) No apparatus, device or structure, including but not limited to utility meters, transformers and protecting bollards, shall be located within a fire lane.
  - (c) All portions of the first three floors of a building must be within 150 feet of a street or an approved fire lane, as the hose would be laid. When buildings are protected throughout by an approved automatic sprinkler system, the provisions of this subsection may be modified.
  - (d) All buildings of three or more stories must be provided with two means of access, each not less than 25 feet wide, from the roadway or fire walkway to the building, which shall provide access for fire-fighting equipment to the entire building.
  - (e) A fire lane or walkway may be no closer than five feet and no farther than 30 feet from a structure.

(F) Fire lanes shall be marked with freestanding signs and/or marked curbs, sidewalks or other traffic surfaces painted in contrasting colors of a size, spacing and wording approved by the Fire Marshal.

9. Overhead obstructions. No driveway, roadway, alley, fire lane or other accessway to any development site, building or group of buildings shall be obstructed in any manner and shall be maintained such that fire-fighting equipment will, at all times, have clear access to each and every structure.
10. Fire Department connections shall be provided at locations approved by the Fire Marshal. Required sprinkler system and standpipe connections shall be located within 50 feet of public streets or fire lanes and 200 feet of a hydrant.
11. No trash container or enclosure may be located within 15 feet of any property line or building. No trash container or enclosure may be located in any fire lane, right-of-way, easement or parking space.

**Waste Water Treatment Facility:**

12. This plan has been reviewed by Mr. Wrigley and it appears there is no increase in the existing sanitary sewer flow. In the event that the applicant increases the daily flow rates, they are required to submit an ACT 537 Exemption Mailer to DEP for review and approval.

**Code Enforcement Department:**

13. Please be aware that all proposed construction, alterations and additions must comply with the requirements of the 2009 International Building Code as amended by Abington Township Ordinance 1684. (BP)
14. All proposed alterations must comply with the 2009 International Construction Code for accessibility. (BP)
15. Also please be aware that all plumbing work within the Township of Abington is governed by 2009 International Plumbing Code, electrical work must conform the 2009 National Electrical Code, all mechanical work must comply with the 2009 International Mechanical Code and Abington Township enforces the 2009 International Energy Conservation Code. {BP}
16. All contractors and sub-contractors working on this site are required to be registered with the Township of Abington. Valid liability and worker's compensation insurance is required. (BP)



17. Plumbing work is proposed in connection with this application. All plumbing work proposed is required to be applied for and completed by a Master Plumber that is registered with this office. (BP)

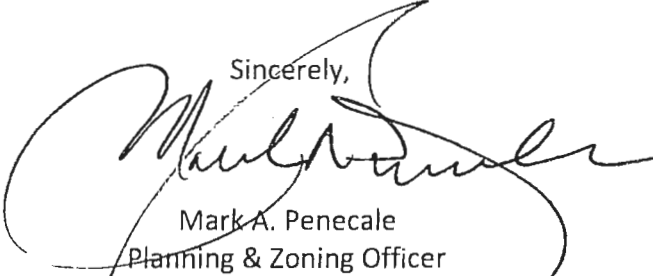
**Planning & Zoning Office:**

18. The property is zoned within the Community Service District and the use of the property as a Use E-14 School is a use-by-right. The property is located in Ward #7.
19. The applicant submitted an application to the Zoning Hearing Board for dimensional variance to allow for the installation of light standards of 70 and 80 feet in height and safety netting greater than 4 feet in height within a front yard setback area. The decision on this application is still pending and should be rendered on March 20, 2018.
20. The applicant will continue to work with the Public Works Department on the pending project along the Greenwood Avenue frontage of the property. Your point of contact for this project is Lisa Erkert, Office Manager, Public Works Department. Ms. Erkert can be reached at 267-536-1032.
21. It is highly recommended that the safety netting be installed along the entire Greenwood Avenue length of field to prevent balls and sports equipment from leaving the playing area.
22. Please provide detail on what is proposed for the area of the small portion of the building behind the existing gymnasium marked to be removed. Will this area be returned to green space or is some other form use proposed for this area?
23. The proposed new playing field and track replaces the existing 90 foot baseball field. Is the baseball field proposed to be relocated on the site?
24. Plans have not been submitted for the proposed 17,225 square foot addition to the building. In the event that additional bathroom fixtures are added, additional EDU's will be required. Your point of contact for any questions concerning sanitary sewer flows and available EDU's is Mr. George Wrigley, Director of the Waste Water Treatment Facility Department. Mr. Wrigley can be reached at 215-886-0934.
25. A copy of the proposed landscape plan has been forwarded to the Shade Tree Committee for their review and comment.

26. The proposed development will required a permit from Montgomery County Conservation District for the proposed soil erosion control measures proposed to be deployed. Please contact MCCD at 610-489-4506.
27. The on-site storm water management report was reviewed by BCM Engineering, Inc. Their review comments are attached under separate cover dated March 12, 2018.
28. This application was reviewed as a final minor land development plan. This application will require waivers from the following Sections of the Subdivision & Land Development Ordinance of the Township of Abington:
  - A. **Section 146-11.A - Property Identification Plan** – The plan is required to supply the tax parcel information, owner’s name & lot area for all properties within 400 feet of the site involved in this application.
  - B. **Section 146-11.B – Existing Features Plan** – The plan is required to plot the location of all utilities on the sites and within 400 feet of the property involved in this application.
  - C. **Section 146-11.C – Proposed Layout Plan** – The applicant is required to provide detail on the type, size, depth and location of all utilities.
  - D. **Section 146-11.G – Utility Plan** - The applicant is required to provide detail on the type, size, depth and location of all utilities
  - E. **Section 146.11.L – Architectural Plan** – The applicant is required to submit tentative architectural plan of the proposed new building. These plan are required to ensure compliance with the requirements of Section 1007 of the Zoning Ordinance.

This application is scheduled to be reviewed by the Planning Commission, Engineer & Code Committee and the Board of Commissioners of the Township of Abington. Any revisions to the plans submitted must be received by my office at least 14 days prior to the next scheduled meeting. If there are any questions pertaining to the comments listed above, I would ask that you contact the reviewing department directly or I can be reached at 267-536-1017. This letter will be updated once the formal opinion & order of the Zoning Hearing Board has been rendered.

Sincerely,



Mark A. Penecale  
Planning & Zoning Officer

Cc: Richard J. Manfredi, Manager, Township of Abington  
Amy Montgomery, PE; Township Engineer  
John Rohrer; Abington Township Fire Marshal  
George Wrigley, Director, Waste Water Treatment Facilities  
Scott Marlin; Engineering & Code Office  
File Copy (2)



ATC GROUP SERVICES LLC

920 Germantown Pike, Suite 200  
Plymouth Meeting, PA 19462  
Telephone 610-313-3100  
Fax 610-313-3151  
www.atcgroupservices.com

March 12, 2018

Mr. Scott Marlin, Engineering Assistant  
Abington Township  
1176 Old York Road  
Abington, PA 19001

Subject: Abington Friends School  
Proposed Gym Addition and Athletic Field.

Reference: Stormwater Facilities Review  
BCM Engineers Project No. Z057000047

Dear Mr. Marlin:

We are in receipt of the following documents prepared by Charles E. Shoemaker, Inc., 1007 Edge Hill Road, Abington, PA 19001, dated January 26, 2018.

- Drawings

DRAWING NO.	TITLE
Civil Site Plans	
1	Cover Sheet
2	Land Development Plan
3	Enlarged Land Development Plan
4	Existing Features and Demolition Plan
5	Site Grading Plan
6	Site Utility Plan
7	Erosion and Sedimentation Control Plan
8	Erosion and Sedimentation Details
9	Erosion and Sedimentation Notes & Details
10	Post Construction Stormwater Management Plan
11	Post Construction Stormwater Management Plan Details
12	Post Construction Stormwater Management Plan Details
13	Standard Construction Details
14	Standard Construction Details
15	Storm Profiles
16	Aerial Exhibit Plan
Reference Plans	
LP-1	Planting Plan with Credits and Schedule
LP-2	Planting Requirements with Credits and Details
LP-3	Jenkintown Creek Restoration Project
LI-1	Lighting Plan
DR-1	Existing Drainage Area Plan
DR-2	Proposed Drainage Area Plan

- Stormwater Management and Erosion & Sediment Control Report.



Based upon our review, we have the following comments:

**GENERAL**

1. This proposed development is located within the Tookany/Tacony-Frankford (TTF) Watershed, and is currently governed under Ordinance 2001, Stormwater Management Ordinance, which was adopted on January 14, 2016.
2. The proposed development is located within the TTF Watershed and is located in Management District B.
3. The applicant has proposed the following Stormwater BMPs: (1) A Rain Garden, and (2) An Underground Detention Basins for Field Drainage, (3) An Underground Detention Basin for Gym Roof Drainage and (4) Topsoil Restoration.
4. The stormwater discharge to the recent Jenkintown Creek Restoration Project is detailed in POI#1. Due to the proposed Gym Rain Garden and the Gym Infiltration Basin, it is projected that the actual flow to the recently constructed Jenkintown Creek Rain Garden will be discharged at a less rate than currently seen. This will help improve the water quality of the stream.
5. The above BMP facilities limit post development runoff from the site to below predevelopment levels in accordance with the levels mandated f Stormwater Management District B.
6. The proposed BMPs satisfy Section 404 Nonstructural Project design to Minimize Stormwater Impacts, Section 407 Water Quality Control Requirements, and Section 409 Stormwater Peak Rate Control.
7. The proposed BMPs do not meet requirements of Section 405 Ground Water Recharge Requirements due to the inability of the existing onsite soil to percolate any quantity of water. However, the applicant has designed large holding basins which detain the site runoff and allow controlled discharge to the Jenkintown Creek. In addition, the applicant is proposing topsoil restoration on all proposed lawn areas.
8. The Owner shall post escrow fees to cover engineering review, and future inspections (Yearly inspections and construction inspection).
9. An Operation & Maintenance Agreement (Appendix J of the Ordinance) should be executed between the Township and the Owner.



Scott Marlin  
Township of Abington  
March 12, 2018  
Page 3

## STORMWATER REPORT

10. No Comments.

## DRAWINGS

11. A detail of the design of the Gym Rain Garden should be added to the Drawing Set. The plans show the bottom of the basin to be at El. 303.00. However the Stormwater Report shows the Basin Invert to be El. 300.00. The volume calculations include a 40% void volume allowance from El. 300.00 to El. 303.00. This material needs to be detailed on the drawings and a section added to allow correct construction.

This review encompasses only the conceptual engineering aspects for the stormwater facilities shown in the plans. Neither the Township of Abington nor BCM Engineers can accept liability for the technical design aspects, as this is the sole responsibility of the developer's engineer. The developer is responsible for the complete operational capability of the system. Also, the developer will be required to furnish the Township, two sets of blue-line "as-built" plans for review. Upon approval of the "as-built" plans, the developer will be required to submit to the Township one (1) set of reproducible "as-built" plans of the stormwater facilities installed by him.

A preconstruction meeting with Township personnel and/or its representative(s) is mandatory before the start of any construction. This meeting must be held at least 7 days prior to start of construction. Any changes made to the stormwater facilities after the date of the approved plans must be resubmitted for review. The developer will be financially responsible for construction inspection of the facilities. Inspection is to be performed by the Township and/or its representative and reimbursed by the developer.

Should you have any questions concerning this review, please feel free to contact us.

Sincerely,

*Michael R. Filmyer*

Michael R. Filmyer, P.E.  
Senior Project Manager

MRF:sws

cc: Mark Pennicale, Abington Township

S:\Engineering\Projects\Abington\Stormwater Reviews\Abington Friends School\Abington Friends School Addition 3-12-18.doc

**MONTGOMERY COUNTY  
BOARD OF COMMISSIONERS**

VALERIE A. ARKOOSH, MD, MPH, CHAIR  
KENNETH E. LAWRENCE, JR., VICE CHAIR  
JOSEPH C. GALE, COMMISSIONER



**MONTGOMERY COUNTY  
PLANNING COMMISSION**

MONTGOMERY COUNTY COURTHOUSE • PO Box 311  
NORRISTOWN, PA 19404-0311  
610-278-3722  
FAX: 610-278-3941 • TDD: 610-631-1211  
WWW.MONTCOPA.ORG

JODY L. HOLTON, AICP  
EXECUTIVE DIRECTOR

March 19, 2018

Mr. Mark A. Penecale, Zoning Officer  
Abington Township  
1176 Old York Road  
Abington, Pennsylvania 19001-3713

Re: 18-0033-001  
Plan Name: Abington Friends School  
(17,225 s.f. on 3.00 acres)  
Situate: Washington Ln (E), Greenwood Ave (N)  
Abington Township

Dear Mr. Penecale:

We have reviewed the above-referenced land development in accordance with Section 502 of Act 247, "The Pennsylvania Municipalities Planning Code," as you requested on February 9, 2018. We forward this letter as a report of our review.

## BACKGROUND

John Barnes Trustees, Inc./Abington Friends School, the applicants, have submitted a plan for a proposed gymnasium addition of 17,225 s.f., a new track and synthetic turf field. The property lies in the CS Community Service District, and is served by public sewer and water. The applicant has submitted a preliminary and final plan.

## RECOMMENDATION

The Montgomery County Planning Commission (MCPC) generally supports the applicant's proposal, however, in the course of our review we have identified the following issues that the applicant and Township may wish to consider prior to final plan approval. Our comments are as follows:



## REVIEW COMMENTS

### PHASING

- A. The applicant must submit its Master Facilities Plan to the Planning Commission [§905.E].

### STORMWATER

- A. Inspections. Does the plan address inspections of the gymnasium pipe basin?
- B. Rate Control. The outflow under the athletic field should be managed for rate to reduce erosion.

### BUILDING FACADE

- A. Facades facing a public street are required to have a minimum glazing area of 10 percent [§903.D].

### ACCESS

- A. The development site must have direct access to a public street which has a minimum 32' paved cartway [§905.B]. The cartway near Washington Lane is 24' wide.

### LANDSCAPING

- A. Green Space Planting Requirement. The "Plant Requirements with Credit" plan shows that the applicant is required to provide 53 evergreen trees in the green space, but the applicant is not providing any. Why is this?
- B. Parking. Parking areas within 150' of the property line shall be planted with a medium-intensity buffer [§2402.A].
- C. High-Intensity Buffer. We recommend shrubs and groundcover be added to the high-intensity buffer, to provide some low-level greenery [§2403.C].

### OTHER PLAN INFORMATION

- D. How much parking is required? The applicant provides the information provided, but not required. This should be shown with the zoning requirements table.
- E. We recommend the plans include a note explaining how sidewalk will be added along the Greenwood Avenue frontage of the property.



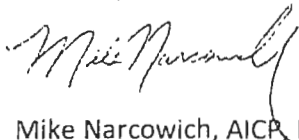
## CONCLUSION

We wish to reiterate that MCPC generally supports the applicant's proposal, but we believe that our suggested revisions will better achieve the Township's planning objectives for institutional development.

Please note that the review comments and recommendations contained in this report are advisory to the municipality and final disposition for the approval of any proposal will be made by the municipality.

Should the governing body approve a final plat of this proposal, the applicant must present the plan to our office for seal and signature prior to recording with the Recorder of Deeds office. A paper copy bearing the municipal seal and signature of approval must be supplied for our files.

Sincerely,



Mike Narcowich, AICP, Principal Planner II  
610.278.5238 - [mnarcowi@montcopa.org](mailto:mnarcowi@montcopa.org)

c: John Barnes Trustees, Inc./Abington Friends School, Applicant  
Charles E. Shoemaker, Inc., Applicant's Engineer  
Richard J. Manfredi, Township Manager  
Amy Montgomery, P.E., Township Engineer  
Michael P. Clarke, Esq., Rudolph Clarke, LLC, Township Solicitor

Attachments: Reduced Copy of Applicant's Plan  
Aerial Image





January 25, 2018

Ansley Cox  
Anchor Management Group  
1000 Conshohocken Rd  
Conshohocken, PA 19428

Re: Water Availability  
575 Washington Ln  
Abington Twp, Montgomery County

In response to your request, this letter will serve as confirmation that the above referenced property is situated within Aqua Pennsylvania Inc. service territory.

Domestic and fire water service is available to this property and will be provided in accordance with Aqua Pennsylvania, Inc. Rules and Regulations. For further details, visit [www.aquaamerica.com](http://www.aquaamerica.com).

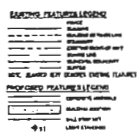
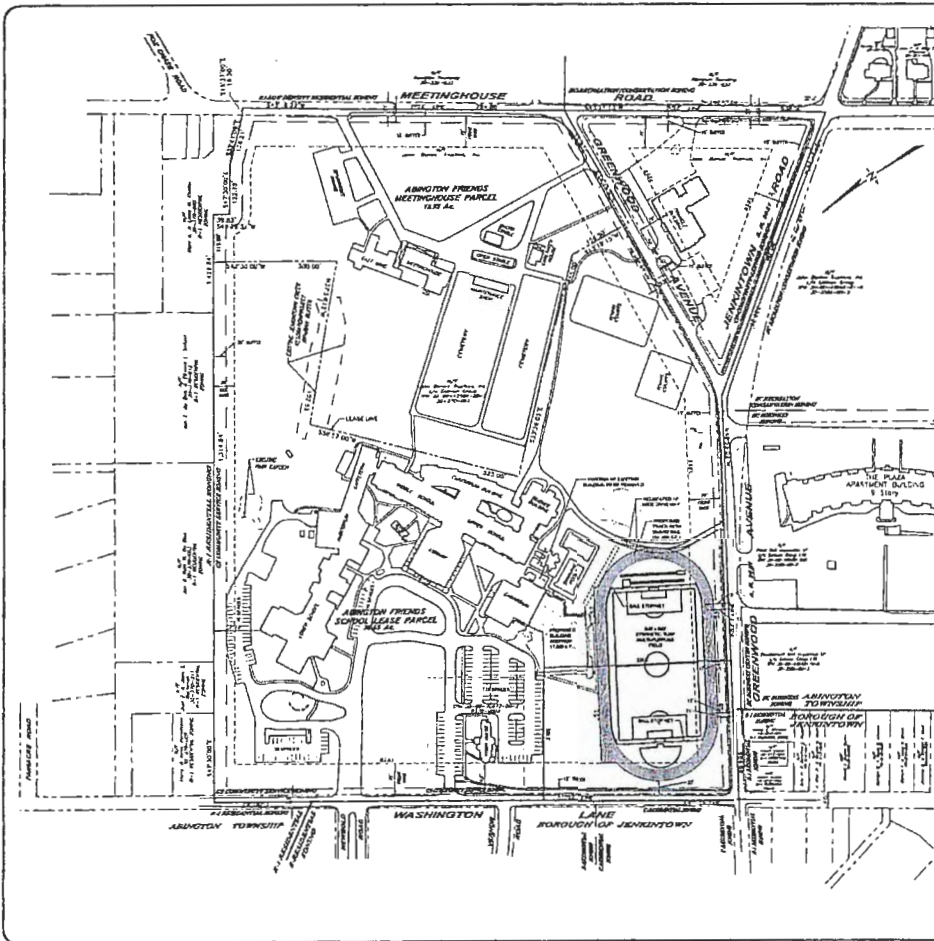
*With regard to our capacity for domestic and fire service for this area, flow data information can be obtained upon written request to Ms. Lisa Thomas-Oliva of our Control Center. Ms. Thomas-Oliva can be reached at (610) 645-1067 but requests must be made in writing. Her fax number is (610) 645-1162.*

Should you have any further questions or need to request an application for service, contact me at (610) 541-4160 or [dlciotti@aquamerica.com](mailto:dlciotti@aquamerica.com).

Regards,

A handwritten signature in cursive script, reading "Deanna L. Ciotti".

Deanna L. Ciotti  
Special Services Coordinator-New Business Applications  
Aqua Pennsylvania, Inc  
700 W Sproul Rd  
Springfield, PA 19064  
O: 610.541.4160



**MAIN PARCEL ZONING REQUIREMENTS**

**JOINT CIP COMMUNITY SERVICE DISTRICT**

USE	MINIMUM SETBACK	MINIMUM FRONT SETBACK	MINIMUM SIDE SETBACK	MINIMUM REAR SETBACK	MINIMUM FRONT YARD SETBACK	MINIMUM REAR YARD SETBACK
Office	10 FT	10 FT	5 FT	5 FT	10 FT	10 FT
Residential	10 FT	10 FT	5 FT	5 FT	10 FT	10 FT
Commercial	10 FT	10 FT	5 FT	5 FT	10 FT	10 FT
Public Use	10 FT	10 FT	5 FT	5 FT	10 FT	10 FT

**TRANGLE PARCEL ZONING REQUIREMENTS**

**JOINT CIP COMMUNITY SERVICE DISTRICT**

USE	MINIMUM SETBACK	MINIMUM FRONT SETBACK	MINIMUM SIDE SETBACK	MINIMUM REAR SETBACK	MINIMUM FRONT YARD SETBACK	MINIMUM REAR YARD SETBACK
Office	10 FT	10 FT	5 FT	5 FT	10 FT	10 FT
Residential	10 FT	10 FT	5 FT	5 FT	10 FT	10 FT
Commercial	10 FT	10 FT	5 FT	5 FT	10 FT	10 FT
Public Use	10 FT	10 FT	5 FT	5 FT	10 FT	10 FT

**PARKING REQUIREMENTS**

MIN. 2.5 SPACES PER 1,000 SF

1 SPACE FOR EVERY CLASSROOM

1 SPACE FOR EVERY 10 STUDENTS IN MULTI-DRAG & HOPCY

EXCEPT WHERE SHOWN OTHERWISE

PROPOSED PARKING: 230 SPACES

**NOTES:**

1. All setbacks are measured from the existing or proposed building footprint.
2. All setbacks are measured from the existing or proposed building footprint.
3. All setbacks are measured from the existing or proposed building footprint.
4. All setbacks are measured from the existing or proposed building footprint.

**TRIANGLE PARCEL**  
 TRACT AREA TO LEGAL RIGHT-OF-WAY LINE  
 118,110 S.F. OR 2.68 ACRES

**MAIN PARCEL**  
 TRACT AREA TO LEGAL RIGHT-OF-WAY LINE  
 1,180,000 S.F. OR 27.00 ACRES

**TRACT AREA TO LEGAL RIGHT-OF-WAY LINE**  
 1,298,110 S.F. OR 29.68 ACRES

**TRACT AREA TO LEGAL RIGHT-OF-WAY LINE**  
 1,180,000 S.F. OR 27.00 ACRES

**CHARLES E. SCHWABER, INC.**  
 ARCHITECTS & ENGINEERS  
 1111 MARKET STREET, SUITE 1100  
 PHILADELPHIA, PA 19107  
 PHONE: 215-576-1111  
 FAX: 215-576-1111  
 SCALE: 1" = 500'

**OVERALL LAND DEVELOPMENT PLAN**  
 PROPOSED ATHLETIC FIELD IMPROVEMENTS  
 ABINGTON FRIENDS SCHOOL  
 ABINGTON TOWNSHIP, MONTGOMERY COUNTY, PA.

DATE: 10/15/10  
 SHEET NO.: 24509  
 OF 10







# Township of Abington Planning Commission Recommendation Form

Application Number: LD-18-02

Date: March 27, 2018

Applicant's Name: Abington Friends School

Applicant's Address: 575 Washington Lane, Jenkintown, Pa. 19046

Recommendation:  APPROVED     DENIED VOTE: 7 of 7

## Over View:

**PC1:** This is the application of the **Abington Friends School**, owner and applicant for the property located at 575 Washington Lane, Jenkintown, Pa. 19046. The applicant seeks approval to renovate the existing playing fields by creating a multipurpose playing field. A new synthetic playing surface will be installed with a six lane track, lighting, safety netting and additional landscaping. In addition, the plan plots the location of a new gymnasium that is proposed to be added to the existing building. The property is zoned within the Community Service District of Ward #7 of the Township of Abington.

## Conditions:

1. The items listed within the Staff Review letter dated March 9, 2018 are to be taken under consideration and addressed to satisfaction of the Board of Commissioners of the Township of Abington.
2. Must adhere to the condition imposed by the Zoning Hearing Board approval on March 20, 2018. This application is known as Case #18-01.
3. The applicant must continue to work with the Township of Abington on the public improvements project on Greenwood Avenue.
4. It is recommended that the safety netting be installed along the entire length of the playing field that runs parallel with Greenwood Avenue.
5. This development requires a soil erosion control permit from Montgomery County Conservation District.



6. The on-site storm water management report has been reviewed by BCM Engineering, Inc. and review comments forwarded under separate cover dated March 12, 2018 become a condition of this recommendation.

The following waivers have been requested.

- A. **Section 146-11.A - Property Identification Plan** – The plan is required to supply the tax parcel information, owner's name & lot area for all properties within 400 feet of the site involved in this application. Yes {X} No { }
- B. **Section 146-11.B – Existing Features Plan** – The plan is required to plot the location of all utilities on the sites and within 400 feet of the properties involved in this application. Yes {X} No { }
- C. **Section 146-11.C – Proposed Layout Plan** – The plan is required to plot the location of all existing utilities, to include the size, type and depth of all existing improvements proposed to remain and be removed. Yes {X} No { }
- D. **Section 146-11.L – Architectural Plan** – Architectural plans have not been submitted. Floor plans have been submitted for the proposed addition. Yes {X} No { }.
- E. **Section 146-11.G – Utility Plan** - The applicant is required to provide detail on the type, size, depth and location of all utilities. Yes {X} No { }.
- F. **Section 146-9.A** – The requirement to file the plan in two stages, as a preliminary plan and again as a final plan submission. Yes {X} No { }.
- G. **Section 146-10.A.1** – From the requirement to use a scale no smaller than one inch equals fifty feet. Yes { } No { }.
- H. **Section 146-33.7** – From the requirement to use City #1 inlets. Yes {X} No { }.

MAPenecale  
3/27/2018



## ADMINISTRATIVE CODE AND LAND DEVELOPMENT

### AGENDA ITEM

April 4, 2018

DATE

ACL-04-041218

AGENDA ITEM NUMBER

Administration

DEPARTMENT

#### FISCAL IMPACT

Cost > \$10,000.

Yes

No

#### PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

#### AGENDA ITEM:

Discuss the approach, process and assignment of responsibility for reviewing, revising and updating the Township Subdivision and Land Development ordinance.

#### EXECUTIVE SUMMARY:

The Township Board of Commissioners completed a Zoning Ordinance re-write, and consistent with revisions to that ordinance, reviewing, revising and updating the Township Subdivision and Land Development ordinance to address Board Policy on how SALDO is to occur in the Township.

#### PREVIOUS BOARD ACTIONS:

None

#### RECOMMENDED BOARD ACTION:

Establish a process and assignment of responsibility for reviewing, revising and updating the Township Subdivision and Land Development ordinance.



## Subdivision and Land Development Ordinance (SALDO)

### Review and Revision Project

---

#### SUMMARY

The Township of Abington Board of Commissioners, is committed to developing sound laws and policies, including land use and economic development. The purpose of this Subdivision and Land Use review and revision project is to develop regulations consistent with the Township Board of Commissioner's land use vision, goals and objectives. The Township Administrative Code and Land Use Committee, (ACLU) working through the Office of the Township Manager, will recommend a proposed Subdivision and Land Development Ordinance for Board of Commissioner consideration.

#### **SECTION 1. Composition of the SALDO Review and Revision Project Team**

Section 1.1 The SALDO Review and Revision Project Team shall consist of Seven (7) members, whom the Board of Commissioners shall confirm with the adoption of this Scope and Duties. The team shall include The Chair of the ACLU committee or his designee, , one Board member selected by the ACLU Committee Chair, one member of the ACLU Committee selected by the Committee, The Township Manager or his designee, The Township Engineer, The Township Planner, and The Township Zoning Officer.

Section 1.2 The team shall work through the Township Manager, in utilizing such experts, as may be deemed necessary to carry out the project work, with due diligence being exercised to enlist such voluntary assistance as may be available from other Township committees with knowledge of Land Use, research organizations, and other Inter-local, County or Commonwealth agencies, generally recognized as qualified.

Section 1.3 The team shall conduct its work in such a manner as to advise the ACLU Committee and Board of Commissioners, and submit periodic reports as required.



## Subdivision and Land Development Ordinance (SALDO)

### Review and Revision Project

---

#### **SECTION 2. Scope and Duties**

Section 2.1 The Team shall work as is needed, to review, assess and make recommendations including:

2.1.1.1 Strict compliance with the Pennsylvania Municipalities Planning Code, Act of 1968, P.L.805, No.247 as reenacted and amended, and more specifically:

Section 501. Grant of Power.

Section 502. Jurisdiction of County Planning Agencies; Adoption by Reference of County Subdivision and Land Development Ordinances.

Section 502.1. Contiguous Municipalities.

Section 503. Contents of Subdivision and Land Development Ordinance.

Section 503.1. Water Supply.

Section 504. Enactment of Subdivision and Land Development Ordinance. Section 505. Enactment of Subdivision and Land Development Ordinance Amendment.

Section 506. Publication, Advertisement and Availability of Ordinance.

Section 507. Effect of Subdivision and Land Development Ordinance.

Section 508. Approval of Plats. Section 508.1. Notice to School District.

Section 509. Completion of Improvements or Guarantee Thereof Prerequisite to Final Plat Approval.

Section 510. Release from Improvement Bond.

Section 511. Remedies to Effect Completion of Improvements.

Section 512.1. Modifications.

Section 513. Recording Plats and Deeds.

Section 514. Effect of Plat Approval on Official Map.

Section 515. Penalties. (515 repealed Dec. 21, 1988, P.L.1329, No.170) Section 515.1. Preventive Remedies.

Section 515.2. Jurisdiction.

Section 515.3. Enforcement Remedies.



## Subdivision and Land Development Ordinance (SALDO)

### Review and Revision Project

---

#### **SECTION 3. Timeline**

Section 3.1 The work on the SALDO revisions shall be in accordance with the following:

(a) The team Lead shall report either in writing or orally to the ACLU committee monthly or as the Township Manager deems necessary.

(b) The Team shall meet as is practical to meet the project deadline. The Township Manager or his designee shall give notice of all meeting by telephone, or such other means, to each team member.

(c) Meeting Notes are to be kept of all meetings and communicated to all Board of Commissioner Members by the Office of the Township Manager or by the Township Manager's designee.

#### **SECTION 4. Agenda**

Section 4.1 The Township Manager or his designee shall prepare an agenda for each meeting of the team. It shall be a goal to have copies of the agenda distributed at least twenty-four (24) hours before the meeting, and any matter not on the agenda so distributed, will not be considered except by majority consent of the team members.

#### **SECTION 5. Term of Project**

Section 5.1 The SALDO Review and Revision Project Team shall endeavor to have the final recommended SALDO in final form to the ACLU committee by September 30, 2018.



**PUBLIC SAFETY COMMITTEE**

**AGENDA ITEM**

April 4, 2018

DATE

Police

DEPARTMENT

PS-03-041218

AGENDA ITEM NUMBER

**FISCAL IMPACT**

Cost > \$10,000.

Yes

No

**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes

No

**AGENDA ITEM:**

Adopt Ordinance No. 2153

**EXECUTIVE SUMMARY:**

Ordinance 2153 (attached) will establish the following:

No Parking Here to Corner on the southbound side of Roberts Avenue 30 feet north of the stop sign at Ardsley Avenue.

\* Approved for Board consideration by Commissioner Gillespie (Ward 13) and the Administration

No Parking on the south side of Moreland Road from Melmar Road (West to the end of the shoulder)

\* Approved for Board consideration by Commissioner Brodsky (Ward 2) and the Administration

No Parking Between Signs 5ft. north of the driveway for 781 Jackson Avenue and 2 ft. south of the driveway at 801 Jackson Avenue.

\* Approved for Board consideration by Commissioner Zappone (Ward 9) and the Administration.

Handicapped Parking in front of 1753 Fairview Avenue

\* Approved for Board consideration by Commissioner Luker (Ward 5) and the Administration

Repeal Handicapped Parking in front of 2422 Avondale Avenue

\* Approved for Board consideration by Commissioner Schrieber (Ward 14)

**PREVIOUS BOARD ACTIONS:**

Motion to adopt Ordinance No. 2120 (attached) amending Chapter 156 (Vehicles and Traffic) Article II (Traffic Regulations) Section 9 – (One Way Highways Established), Section 9.1 (Do-Not-Enter Signs) and Article III (Parking Regulations) Section 25 – (Parking Prohibited At All Times; No Parking Between Signs; No Parking Here To Corner; Parking Prohibited Except Certain Hours; No Stopping Or Standing), Section 28 (Special Purpose Parking Zones) at the regularly scheduled meeting of the Board of Commissioners on July 14, 2016 at 7:30 p.m.

**RECOMMENDED BOARD ACTION:**

Motion to adopt Ordinance No. 2153 amending Chapter 156 (Vehicles and Traffic) Article III (Parking Regulations) Section 25 - (Parking Prohibited At All Times; No Parking Between Signs; No Parking Here to Corner: Parking Prohibited Except Certain Hours and Section 28 (Special Parking Zones) at a regularly scheduled meeting of the Board of Commissioners.

**TOWNSHIP OF ABINGTON  
MONTGOMERY COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 2153**

**AN ORDINANCE AMENDING CHAPTER 156 – ARTICLE III – “PARKING  
REGULATIONS”**

**SECTION 25 – “PARKING PROHIBITED AT ALL TIMES; NO PARKING BETWEEN  
SIGNS; NO PARKING HERE TO CORNER; PARKING PROHIBITED EXCEPT  
CERTAIN HOURS; NO STOPPING OR STANDING”  
SECTION 28 – “SPECIAL PURPOSE PARKING ZONES”**

**WHEREAS**, the Township of Abington is a Township of the First Class, duly organized and existing pursuant to the applicable laws of the Commonwealth of Pennsylvania; and

**WHEREAS**, pursuant to section 1502.44 of the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §56544, the Board of Commissioners has the authority to enact and amend provisions of the Abington Township Code (“Code”) at any time it deems necessary for the health, safety, morals, general welfare, cleanliness, beauty, convenience and comfort of the Township and the inhabitants thereof; and

**WHEREAS**, pursuant to section 1502.10 of the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §56510, the Board of Commissioners has the authority to take all needful means for securing the safety of persons or property within the Township; and

**WHEREAS**, pursuant to section 1502.49 of the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §56549, the Board of Commissioners has the authority to regulate parking; and

**WHEREAS**, the Board of Commissioners of the Township of Abington has determined that Chapter 156 – “Vehicles and Traffic,” Article III – “Parking Regulations,” and Section 25 “Parking Prohibited At All Times; No Parking Between Signs; No Parking Here To Corner;

Parking Prohibited Except Certain Hours; No Stopping Or Standing,” and Section 28 “Special Purpose Parking Zones” should be amended for the health, safety, morals, general welfare, cleanliness, beauty, convenience and comfort of the Township and the inhabitants thereof.

**NOW, THEREFORE,** the Board of Commissioners of the Township of Abington does hereby **ENACT** and **ORDAIN** as follows:

- Chapter 156 – “Vehicles and Traffic,” Article III, “Parking Regulations,” Section 25 – “Parking Prohibited At All Times; No Parking Between Signs; No Parking Here To Corner; Parking Prohibited Except Certain Hours,” shall be amended to **add** the following restrictions:

<b>Name of Highway</b>	<b>Side</b>	<b>Location</b>
Moreland Road	South	From Melmar Road (west to the end of the shoulder)
Roberts Avenue	South	30 feet north of the stop sign at Ardsley Ave
Jackson Avenue	East	5 ft. north of the driveway for 781 Jackson Ave and 2 ft. south of the driveway at 801 Jackson Ave

- Chapter 156 – “Vehicles and Traffic,” Article III, “Parking Regulations,” Section 28 – Special Purpose Parking Zones” shall be amended to **add** the following restriction:

<b>Name of Highway</b>	<b>Authorized Purpose of Vehicle</b>	<b>Location</b>
Fairview Avenue	Handicapped Parking	in front of 1753 Fairview Avenue



3. Chapter 156 – “Vehicles and Traffic,” Article III, “Parking Regulations,” Section 28 – Special Purpose Parking Zones” shall be amended to **repeal** the following restriction:

<b>Name of Highway</b>	<b>Authorized Purpose of Vehicle</b>	<b>Location</b>
Avondale Avenue	Handicapped Parking	in front of 2422 Avondale Avenue

4. All other ordinances, portions of ordinances, or any section of the Code inconsistent with this Ordinance are hereby repealed.
5. This Ordinance shall become effective five (5) days after enactment.

**ORDAINED AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

TOWNSHIP OF ABINGTON  
BOARD OF COMMISSIONERS

Attest:

\_\_\_\_\_  
Richard J. Manfredi, Secretary

By: \_\_\_\_\_  
Wayne C. Luker, President



**PUBLIC AFFAIRS COMMITTEE**

**AGENDA ITEM**

April 4, 2018

DATE

PA-06-041218

AGENDA ITEM NUMBER

Administration

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

**AGENDA ITEM:**

Business District Landscape Maintenance Bid

**EXECUTIVE SUMMARY:**

The primary bid relates to landscape maintenance in all business district planning areas with respect to tree pit care, flower bed restoration, weed control in paver areas, and the like.

In addition, the bid provides for work as necessary or directed for brick and concrete repair, tree root damage repairs, and unforeseen work which may be necessary to properly maintain the public areas.

Biase Landscaping has agreed to a zero percent increase over the last two year's pricing.

Funds will be drawn from economic development capital accounts reserved for this purpose. Biase Landscaping has agreed to a zero percent increase over 2016 and 2017's pricing.

**PREVIOUS BOARD ACTIONS:**

The 2016 and 2017 capital budgets provided funding for continuation of the economic revitalization program maintenance as approved by the Board of Commissioners.

The bid was duly advertised as a potential three-year bid for 2016, 2017, and 2018 depending on budget and satisfactory performance. Staff recommends continuance for year 2018.

**RECOMMENDED BOARD ACTION:**

Motion authorizing the proper township official to contract with Louis F. Biase, Landscape Contractor, for the 2018 service year in an amount not to exceed \$ 100,000 for the Business District Landscape Maintenance Contract. Funds will be drawn from economic development capital accounts reserved for this purpose.

LANDSCAPE MAINTENANCE BID

FOR ABINGTON TOWNSHIP BUSINESS DISTRICTS

2016

**BID ADVERTISEMENT  
LANDSCAPE MAINTENANCE BID  
FOR ABINGTON TOWNSHIP BUSINESS DISTRICTS**

Sealed Bids will be received by the Township of Abington at the Township Building, 1176 Old York Road, Abington, Pennsylvania, 19001 until 12:00 p.m., prevailing time, on Tuesday, the 7<sup>th</sup> of July, 2015. Bid submissions must be time-stamped by the receptionist on duty prior to the strike of noon. They will be publicly opened and read at 12:05 p.m. the same day, in the Abington Township Board Room for consideration of the:

**LANDSCAPE MAINTENANCE BID  
FOR ABINGTON TOWNSHIP BUSINESS DISTRICTS**

Proposals are subject to the conditions and requirements contained in General Specifications and Special Provisions, Form of Proposal, and Contract Documents, which may be examined at the Assistant Manager's Office, 1176 Old York Road, Abington, Pennsylvania, and copies thereof may be obtained. The non-refundable cost of reproduction and handling will be \$10.00 per set. All checks shall be made payable to Abington Township. A PDF version is available at no cost and can be obtained by submitting a request by email to [twehmeyer@abington.org](mailto:twehmeyer@abington.org).

A certified check in the amount of 10% or bid bond in the amount of 10% of the bid, drawn to the order of the Township of Abington, must be submitted with the proposal. Only bonds from companies licensed to do business in the State where the Owner is located will be accepted and the bond shall so state same.

The Contractor is hereby notified that applicable prevailing wage rates of the Pennsylvania Department of Labor and Industry must be paid in this Contract.

A MANDATORY pre-bid meeting will be held at the Abington Township Municipal Building, 1176 Old York Road, Abington, PA, 19001 on Tuesday, June 30, 2015 at 11:00 AM to discuss the project. ATTENDANCE BY ALL PRIMARY BIDDERS IS MANDATORY.

BIDDERS ARE STRONGLY ENCOURAGED TO VISIT THE SITES TO DETERMINE THE EXISTING CONDITIONS AND THE MAGNITUDE OF WORK TO BE COMPLETED.

The proposal must be SEALED and marked "LANDSCAPE MAINTENANCE BID – for ABINGTON TOWNSHIP BUSINESS DISTRICTS" and addressed to Tara Wehmeyer. Bidders name and return address shall also be placed on outside of envelope.

The right is reserved to reject any or all bids, and to adjust quantities or amount to maintain project budget. No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

By ORDER of the BOARD OF COMMISSIONERS.

Michael LeFevre, Secretary  
1176 Old York Road  
Abington, PA 19001



# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

**BIASE LANDSCAPING, LLC**  
PO Box 267  
Telford, PA 18969

**SURETY:**

*(Name, legal status and principal*

*place of business)*  
**United States Surety Company**  
20 W. Aylesbury Road  
P.O. Box 5605  
Timonium, MD 21094-5605

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

*(Name, legal status and address)*

**Abington Township**  
1176 Old York Road  
Abington, PA 19001

**BOND AMOUNT: TEN PERCENT (10%) OF THE TOTAL BID**

**PROJECT: Landscape Maintenance Bid**

*(Name, location or address, and Project number, if any)*

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of July, 2015.

Frank Biase  
*(Handwritten signature)*  
\_\_\_\_\_  
(Witness)

**BIASE LANDSCAPING, LLC**  
(Principal) (Seal)

Owner Louis J. Biase  
*(Handwritten signature)*  
\_\_\_\_\_  
(Title)

Vincent Giorgio  
*(Handwritten signature)*  
\_\_\_\_\_  
(Witness)

**United States Surety Company**  
(Surety) (Seal)

Heather Lindsay  
*(Handwritten signature)*  
\_\_\_\_\_  
(Title) Heather Lindsay Attorney-in-Fact

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured**

**United States Surety Company**

-----

**CONSENT OF SURETY**

KNOW ALL MEN BY THESE PRESENTS,

That for and in consideration of the sum of One Dollar, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the

**United States Surety Company**, a corporation organized and existing under the laws of the State of **MD** and licensed to do business in the State of **Pennsylvania** consents and agrees,

that if the contract for the **Abington Township:**

**Landscape Maintenance Bid**

be awarded to **BIASE LANDSCAPING, LLC** the undersigned corporation agrees with the said

**Abington Township** to execute the final bonds as required by the specifications, and to

become surety in the full amount of the contract price for the faithful performance of the contract.

IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its duly authorized representative and its corporate seal be hereto affixed this

7th day of July, 2015.

United States Surety Company

By Heather Lindsay  
Heather Lindsay, ATTORNEY-IN-FACT

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

James D. Toennies, Erika L. Toennies, Heather Lindsay

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Unlimited\*\*\*\*\* Dollars (\$ \*\*\*unlimited\*\*\* ).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed; this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By: Daniel P. Aguilar, Vice President

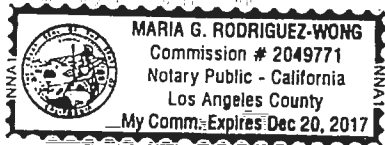
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature (Seal)



I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 7th day of July 2015

Corporate Seals



Bond No. n/a
Agency No. 12112

Michael Chalekson, Assistant Secretary

**UNITED STATES SURETY COMPANY**  
**STATUTORY STATEMENT OF ADMITTED ASSETS,**  
**LIABILITIES, CAPITAL AND SURPLUS (1)**  
December 31, 2014

**Admitted Assets**

Investments:	
Fixed Maturities, at amortized cost	49,558,265
Cash and short term investments	<u>1,068,751</u>
<i>Total cash and Invested assets:</i>	<u>50,627,016</u>
Investment income due and accrued	578,738
Premium receivable	2,528,982
Reinsurance recoverable on paid losses	(16,183)
Net deferred tax asset	969,272
Electronic data processing equipment and software	2,932
Receivables from parent, subsidiaries and affiliates	3,080,088
State income tax receivable	16,787
Cash held for others	<u>51,636</u>
	<u>7,212,252</u>
<i>Total admitted assets</i>	<u>57,839,268</u>

**Liabilities and Capital and Surplus**

Liabilities:	
Unpaid loss and loss adjustment expense	6,215,480
Commission payable	143,918
Accrued expenses	1,058,080
Taxes, licenses, and fees	91,058
Federal taxes	1,518,179
Unearned premiums	9,618,672
Advance premium	6,711
Ceded reinsurance balance payable	(10,601)
Amounts withheld or retained for others	1,443,756
Payable to parent, subsidiaries and affiliates	<u>735,881</u>
<i>Total liabilities</i>	<u>20,821,134</u>
Capital and Surplus:	
Capital Stock	2,100,000
Additional paid-in and contributed capital	21,898,706
Unassigned surplus	13,019,428
	<u>37,018,134</u>
<i>Total liabilities and capital and surplus</i>	<u>57,839,268</u>

(1) - In accordance with the statutory financial statements as filed on March 1, 2015.

I, Peter W. Carman, Chief Financial Officer of United States Surety Company, hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities and Capital and Surplus of the Company as of December 31, 2014, prepared in conformity with accounting practices prescribed or permitted by the Maryland Insurance Administration. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon written request at the Company's home office located at 20 West Aylesbury Road, Timonium, Maryland 21093.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation at Timonium, Maryland.



\_\_\_\_\_  
Peter W. Carman  
Chief Financial Officer



**\*\*\*\*\* IMPORTANT - PLEASE RESPOND \*\*\*\*\***

Contractor BIASE LANDSCAPING, LLC

Bid Date July 7th 2015

Obligee Abington Township

Landscape Maintenance Bid

Please complete the following for bid results and return  
MOTEN ASSOCIATES  
450 S. Gravers Road, Suite 200, Plymouth Meeting, PA 19462  
FAX: (484)567-0158

1st Low Bid \_\_\_\_\_ Contractor Name \_\_\_\_\_

2nd Low Bid \_\_\_\_\_ Contractor Name \_\_\_\_\_

3rd Low Bid \_\_\_\_\_ Contractor Name \_\_\_\_\_

**\*\*All bid results must be reported within 15 days of the bid date. Failure to report on time could render the bond void. Your cooperation would be appreciated.**

Your bid amount (if it does not appear above ) \_\_\_\_\_

C

PROPOSAL FORM TO BE USED BY BIDDERS

ALL proposals must be submitted on this FORM OF PROPOSAL.

COMMISSIONERS OF THE TOWNSHIP OF ABINGTON  
Economic Development Office

Gentlemen:

B&S Landscaping, Inc., the undersigned, declare:

First that B&S Landscaping, Inc. have personally examined the Specifications, Plans and Contract forms, and the location of the proposed work, and have satisfied themselves as to the quantity and character of the work and the materials necessary to complete the work on the location stated below. Furthermore, B&S Landscaping, Inc. will execute the contract documents and provide the Township with a Performance Bond and a Labor and Materialmen's Bond if awarded the contract.

LANDSCAPE MAINTENANCE BID  
ABINGTON TOWNSHIP BUSINESS DISTRICT

PRIMARY BID

<u>Item No.</u>	<u>Description</u>	<u>Applications</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
<u>ITEM NO. 1 - Display Areas</u>					
A.	Zone One: Roslyn District	3	each	<u>\$365.00</u>	<u>\$1,095.00</u>
B.	Zone Two: North Hills District	3	each	<u>\$365.00</u>	<u>\$1,095.00</u>
C.	Zone Three: York Road District	3	each	<u>\$1,700.00</u>	<u>\$5,100.00</u>
D.	Zone Four: Keswick Village District	3	each	<u>\$385.00</u>	<u>\$1,155.00</u>
E.	Zone Five: The Fairway Business District	3	each	<u>\$100.00</u>	<u>\$300.00</u>

F.	Zone Six: Ardsley Business District	3	each	<u>\$ 50.00 \$ 150.00</u>
G.	Zone Eight Hollywood Business District	3	each	<u>\$ 685.00 \$ 2,055.00</u>
H.	Zone Nine Glenside Business District	3	each	<u>\$ 150.00 \$ 450.00</u>
			Subtotal	<u>\$ 11,400.00</u>

ITEM NO. 2 - Tree Pit Maintenance

A.	Zone One: Easton Road Roslyn 50 Tree Pits	2	each	<u>\$ 300.00 \$ 600.00</u>
B.	Zone Two: North Hill Limekiln & Mt Carmel 43 Tree Pits	2	each	<u>\$ 300.00 \$ 600.00</u>
C.	Zone Three: Old York Rd. 47 Tree Pits	2	each	<u>\$ 300.00 \$ 600.00</u>
D.	Zone Four: Keswick Village 55 Tree Pits	3	each	<u>\$ 300.00 \$ 900.00</u>
			Subtotal	<u>\$ 2,700.00</u>

ITEM NO. 3 - Tree Trimming

A.	Zone One: Easton Road Roslyn 50 Trees	1	each	<u>\$ 100.00 \$ 100.00</u>
B.	Zone Two: North Hill Limekiln & Mt Carmel 43 Trees	1	each	<u>\$ 80.00 \$ 80.00</u>

C.	Zone Three: Old York Rd. 47 Trees	1	each	<u>\$ 80.00 \$ 80.00</u>
D.	Zone Four: Keswick Village 55 Trees	1	each	<u>\$ 100.00 \$ 100.00</u>
E.	Zone Five: Jenkintown Rd 2 Trees	1	each	<u>\$ 10.00 \$ 10.00</u>
F.	Zone Six: Mc Kinley 7 Trees	1	each	<u>\$ 20.00 \$ 20.00</u>
			Subtotal	<u>\$ 390.00</u>

ITEM NO. 4 - Brick Paver Treatment

A.	Zone One: Easton Road Roslyn All Brick Paver Sidewalks	2	each	<u>\$ 100.00 \$ 200.00</u>
B.	Zone Two: North Hill Limekiln & Mt Carmel All Brick Paver Sidewalks	2	each	<u>\$ 100.00 \$ 200.00</u>
C.	Zone Three: Old York Rd. All Brick Paver Sidewalks	2	each	<u>\$ 100.00 \$ 200.00</u>
D.	Zone Four: Keswick Village All Brick Paver Sidewalks	2	each	<u>\$ 100.00 \$ 200.00</u>
E.	Zone Five: Jenkintown Rd. All Brick Paver Sidewalks	2	each	<u>\$ 100.00 \$ 200.00</u>
F.	Zone Six: Township Line Rd. All Brick Paver Sidewalks	2	each	<u>\$ 100.00 \$ 200.00</u>
			Subtotal	<u>\$ 1,200.00</u>

ITEM NO. 5 - Grass Cutting

A.	Zone One: Roslyn	8	each	<u>\$ 10.00</u>	<u>\$ 80.00</u>
B.	Zone Two: The Fairway	8	each	<u>\$ 10.00</u>	<u>\$ 80.00</u>
C.	Zone Six: Ardsley	8	each	<u>\$ 10.00</u>	<u>\$ 80.00</u>
			Subtotal	<u>\$</u>	<u>240.00</u>

ITEM NO. 6 - Hardscape Repair

		Quantity	Unit		
A.	Excavate and remove 4 to 6 inch concrete sidewalk blocks and replace with same, include stone.	1,000 est.	Sq. Ft.	<u>\$ 8.00</u>	<u>\$ 8,000.00</u>
B.	Excavate and remove 4 to 6 inch concrete sidewalk blocks, remove all tree root material within, and replace with 6 inch concrete.	500 est.	Sq. Ft.	<u>\$ 10.00</u>	<u>\$ 5,000.00</u>
C.	Excavate and remove 2 to 3 inch Macadam and replace with same.	250 est.	Sq. Ft.	<u>\$ 5.00</u>	<u>\$ 1,250.00</u>
D.	Excavate and remove 2 to 3 inch Macadam, remove all tree root material within, and replace with same.	250 est.	Sq. Ft.	<u>\$ 5.00</u>	<u>\$ 1,250.00</u>
E.	Excavate and remove 18 inch concrete curbing and replace with same.	100 est.	L. F.	<u>\$ 22.00</u>	<u>\$ 2,200.00</u>
F.	Remove and reset brick pavers to grade using modified and sand base.	500 est.	Sq. Ft.	<u>\$ 4.00</u>	<u>\$ 2,000.00</u>

G.	Remove and reset brick pavers to grade using modified and sand base and removing all tree root material below.	500 est.	Sq. Ft.	\$ <u>9.00</u>	\$ <u>4,500.00</u>
H.	Reset brick edging in tree pits	25 est.	L. F.	\$ <u>5.00</u>	\$ <u>125.00</u>
I.	Remove and reset brick pavers to grade using 3 inch concrete sub base and sand.	250 est.	Sq. Ft.	\$ <u>8.00</u>	\$ <u>2,000.00</u>
J.	Repair Belgium Blocks in islands	25 est.	L. F.	\$ <u>5.00</u>	\$ <u>125.00</u>
			Subtotal	\$ <u>26,950.00</u>	
TOTAL AMOUNT OF PRIMARY BID (Sum of total prices)				\$ <u>42,880.00</u>	
Amount of Add/Supplemental Potential: (Primary Bid X .50)				\$ <u>21,440.00</u>	
TOTAL POTENTIAL CONTRACT AMOUNT (Add items above)				\$ <u>64,320.00</u>	

**ADD / SUPPLEMENTAL WORK**

Item No.	Description	Applications	Unit	Unit Price	Total Price
<u>ITEM NO. A.1 - Full Tree Pruning</u>					
A.	Zone One: Easton Road Roslyn 50 Trees	1	each	\$ <u>2,000.00</u>	\$ <u>2,000.00</u>
B.	Zone Four A: Keswick Village 55 Trees	1	each	\$ <u>8,000.00</u>	\$ <u>8,000.00</u>
C.	Zone Three: Old York Rd. 47 Trees	1	each	\$ <u>6,000.00</u>	\$ <u>6,000.00</u>

ITEM NO. A.2 - Tree Spraying

A.	Zone One: Easton Road Roslyn 50 Trees	1	each	<u>\$ 3,000.00</u> <u>\$ 3,000.00</u>
B.	Zone Two: North Hill Limekiln & Mt Carmel 43 Trees	1	each	<u>\$ 3,000.00</u> <u>\$ 3,000.00</u>
C.	Zone Three: Old York Rd. 47 Trees	1	each	<u>\$ 3,000.00</u> <u>\$ 3,000.00</u>
D.	Zone Four: Keswick Village 55 Trees	1	each	<u>\$ 3,000.00</u> <u>\$ 3,000.00</u>

ITEM NO. A.3 - Tree Replacements

A.	Skyline Honey Locust 3" caliper any or all zones	1	Each	<u>\$ 520.00</u> <u>\$ 520.00</u>
B.	Accolade Flowering Cherry 3 "caliper any or all zones	1	Each	<u>\$ 520.00</u> <u>\$ 520.00</u>

ITEM NO. A.4 - Watering

A.	Surface Watering All Zones all displays	1	Each	<u>\$ 1,200.00</u> <u>\$ 1,200.00</u>
B.	Deep Root Watering All zones all trees	1	Each	<u>\$ 1,500.00</u> <u>\$ 1,500.00</u>

ITEM NO. A.5 - New Planter Bed

A.	New 200 sq. ft. planter bed Remove grass and install mulch	1	Each	<u>\$ 1,200.00</u> <u>\$ 1,200.00</u>
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<u>ITEM NO. A. 6- Furniture Repair</u>	Quantity	Unit	
A. Replace banner on street light (banner and arms are provided by Township)	50 est.	Each	<u>\$ 30.00 \$ 1,500.00</u>
B. Hang banner on banner poles (banner provided by Township) Poles are twenty feet high.	25 est.	Each	<u>\$ 40.00 \$ 1,000.00</u>
C. Replace flag on flagpole (flag provided by Township)	10 est.	Each	<u>\$ 40.00 \$ 400.00</u>
D. Spray paint black period Street light in place, wash light before painting if necessary. Includes labor and paint.	50 est.	Each	<u>\$ 75.00 \$ 3,750.00</u>
E. Deploy bench or trash can From Public Works Yard To business location or, remove bench from field and return to Public Works Yard.	5 est	Each	<u>\$ 50.00 \$ 250.00</u>

**ITEM NO. A. 7- Video Work**

A. Video sidewalk and paver areas In all zones in Spring and Fall provide mini DVD tapes to twp.	1	Each	<u>\$ 1,000.00 \$ 1,000.00</u>
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**ITEM NO. A. 8- Power Washing Bricks and Sidewalk**

A. Zone One: Easton Road Roslyn	1	each	<u>\$ 1,200.00 \$ 1,200.00</u>
C. Zone Two: North Hill Limekiln & Mt Carmel	1	each	<u>\$ 1,000.00 \$ 1,000.00</u>
D. Zone Three: Mc Kinley District on Twp Line	1	each	<u>\$ 1,000.00 \$ 1,000.00</u>



E. Zone Four: 1 each \$ 1,800.00 \$ 1,800.00  
Keswick Village

ITEM NO. A. 9- Special Requests

B. This item can include a variety of 10 est. hour \$ 45.00 \$ 450.00  
Tasks requested by the Township  
Such as trash removal to PW Yard,  
Holiday decorations, sign cleaning,  
graffiti, sign or tape removal. These  
requests are handled on a time and  
material cost basis. Indicate here  
your standard labor rate per hour.

TOTAL AMOUNT OF BID ADD/Supplemental Bid \$ 51,290.00

Note: The Township at its sole discretion in assessing performance and market conditions, and without obligation to award, may decide to extend bid services into a second or third calendar year. If you choose to participate in this possibility, list your agreed to primary bid totals below with the percent of primary contract change, if any. A separate Board approval action is required each extension year.

PRICE TO CONTINUE BID FOR 2017 YEAR 0 \$ 42,880.00  
Percent of change from initial primary bid amount

PRICE TO CONTINUE BID FOR 2018 YEAR 0 \$ 42,880.00  
Percent of change from initial primary bid amount

PLEASE CIRCLE OR CHECK WHICH IS APPLICABLE:

CERTIFIED CHECK - 10% OR BID BOND - 10%

Completion date for each project year - December 15<sup>th</sup> of: 2016, 2017, and 2018

2nd. That Blase Anderson, Inc., will complete this contract, if awarded, by December 15<sup>th</sup>, 2016

3rd. That if the contract is awarded Blase Anderson by the Commissioners, Blase Anderson will begin work on same within fifteen (15) working days from date of executing the contract.

4th. Blase enclose a certified check for ten percent (10% or bid bond for ten percent (10% of the total amount of the proposal made payable to the Township of Abington for Blase Anderson, Inc., which shall be forfeited

A PARTNERSHIP

By: \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Date: \_\_\_\_\_

A JOINT VENTURE

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

Phone No.: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

Phone No.: \_\_\_\_\_ Date: \_\_\_\_\_

A CORPORATION

By: BIASE Landscaping LLC  
(Corporation Name)

PENNSYLVANIA  
(State of Incorporation)

By: Louis F. BIASE Louis F. Biase

Name and Signature of Person Authorized to Sign:

OWEN

Title

Corporate Seal

Attest: Frank Biese  
(Assistant Secretary)

Business Address: 2328 WELDON AVE  
GLENSIDE, PA 19038

Phone Number: 215-283-6490

Date: 6-28-15

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

TOWNSHIP OF ABINGTON

BY: \_\_\_\_\_

President, Board of Commissioners

ATTEST: \_\_\_\_\_

Township Manager

NON-COLLISION AFFIDAVIT

State of Pennsylvania :

Contract/Bid No.

County of Montgomery : SS

I state that I am Owner of Birse Industries LLC  
(Title) (Name of my Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. Birse Industries LLC, its affiliates,  
(Name of Firm)

subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that BISS Indusians 110  
(Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied on by

Abington Township  
(Name of Public Entity) in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as fraudulent concealment from Abington Township  
(Name of Public Entity) of the true facts relating to the submission of bids for this contract.

Louis F. BISS OWNER  
(Name of Company Position)

Sworn to and Subscribed  
Before me this 30<sup>th</sup> day  
Of June, 2015

Paul Conway  
(Notary Public)

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Paul G. Conway, Notary Public  
Upper Moreland Twp., Montgomery County  
My Commission Expires Sept. 10, 2017  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

My Commission Expires:

BIDDER AFFIDAVIT

(This Affidavit is part of the Proposal)

State of PENNSYLVANIA

SS:

County of MONTGOMERY

Louis F. Bias of Bias Landscaping, Inc (SIGN)  
Being duly sworn, deposes and says that he resides at

2328 Weldon Ave Glenside, PA 19038

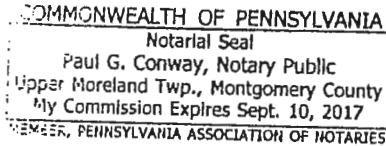
That he is the OWNER  
(give title)

who signed the above proposal or bid, that he was duly authorized to sign and that the bid is the true offer of the bidder, that the seal attached is the seal of the bidder and that all the declarations and statements contained in the bid are true to the best of his/her knowledge and belief.

Subscribed and Sworn to before me this 30<sup>th</sup> day of June, 2015.

Louis F. Bias  
(Name and Company Position)

Paul Conway  
(Notary Public)



My Commission Expires:

THIS SIDE MUST BE COMPLETED ON FIRST AND LAST SUBMISSIONS ONLY.

\*FRINGE BENEFITS EXPLANATION (FB): Bona fide benefits contribution, except those required by Federal or State La  
employment tax, workers' compensation, income taxes, etc.)

Please specify the type of benefits provided and contributions per hour:

- 1) Medical or hospital care \_\_\_\_\_
- 2) Pension or retirement \_\_\_\_\_
- 3) Life Insurance \_\_\_\_\_
- 4) Disability \_\_\_\_\_
- 5) Vacation, holiday yes \_\_\_\_\_
- 6) Other (please specify) WORKMANS COMP \_\_\_\_\_

CERTIFIED STATEMENT OF COMPLIANCE

1. The undersigned, having executed a contract with Abington Township  
(AWARDING AGENCY, CONTRACTOR OR SUBCONTRACTOR)  
\_\_\_\_\_ for the construction of the above-identified project, acknowledges that

- (a) The prevailing wage requirements and the predetermined rates are included in the aforesaid contract.
- (b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility.
- (c) It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in an subcontract or lower tier subcontract for this project.

The undersigned certifies that:

- (a) Neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the Pennsylvania Prevailing Wage Act, Act of August 15, 1961, P.L. 987 as amended, 43 P.S. § 165-11(e).
- (b) No part of this contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm corporation or partnership in which such subcontractor has an interest is debarred pursuant to the aforementioned statute.

3. The undersigned certifies that:

- (a) The legal name and the business address of the contractor or subcontractor are:
- (b) The undersigned is:  a single proprietorship  a corporation organized in the state of Pennsylvania  
 a partnership  other organization (describe) \_\_\_\_\_

(c) The name, title and address of the owner, partners or officers of the contractor/subcontractor are:

NAME	TITLE	ADDRESS
<u>LOUIS F. BIASE</u>	<u>OWNER</u>	<u>2328 Weldon Ave.</u>
		<u>Glenview, Pa. 19078</u>

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the Pennsylvania Prevailing Wage Act of August 15, 1961 (P.L. 987), as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17.

6-28-15

(DATE)

Louis F. Biase

(SIGNATURE)

Owner

(TITLE)

Required Company Information:  
Attach additional sheets if necessary: L.L.C

- A. Name of Company: Biase Landscaping L.L.C  
Louis F. Biase
- B. Address of Business: 2328 Weldon Ave. Glenside Pa 19038  
Louis F. Biase
- C. Name of CEO or Pres: \_\_\_\_\_
- D. Business Phone: 215-783-6490 <sup>Print</sup>
- E. Fax Phone: \_\_\_\_\_
- F. E-mail Address: landscape46@Comcast.net
- G. Type of Business: landscape, Concrete, Blacktop
- B. Date when company or proprietorship was formed: 1928
- C. Number of employees qualified to do this work: 5
- D. Description and of motorized equipment:  
3 pickup truck, 1 stake Dump, 1 skid steer, 3 trailers, 3 zero turn mowers, 8 weedwackers, 6 back pack blowers, 2 48" walk behind mowers
- E. Previous similar work projects:  
Rockledge Sidewalk Construction, Keswick Village  
Admore Concrete Construction
- F. List of References:  
Abington Township Tim Clark, Abington Township Park  
Doug Wendell 215-576-5213, Rockledge Borough, Keith Tamar  
215-379-8572, Doylestown Township Richard John, 215-348-  
Abington High School, Steve Sailes 215-884-4700 9915
- G. Describe any other qualities or assets which qualify you:  
I am the 3rd Generation Owner, Extensive Landscaping  
Knowledge, Very Metcous
- H. Insurance Company Name, amount, type and contact info:  
Brown & Brown 2,000,000.00 Liability Vincent Giorgio 484-567-0150  
1,000,000.00 WORKMANS COMP Ext. 145
- I. Name of Foreman assigned to this job: Louis F Biase  
Mobile Phone # 215-783-6490 Emergency Phone # 215-783-6490



to and become the property of the Township if <sup>BIASE</sup> ~~landscaping~~ proposal is accepted by the Board of Commissioners and BIASE shall fail, refuse or neglect to execute the contract, complete with properly executed surety as called for by the contract, within ten (10) days from date of notification of acceptance of the Board of Commissioners.

FIRM BIASE LANDSCAPING LLC  
ADDRESS PO BOX 267 Telford, Pa 18969  
PHONE NO. 215-783-6490  
BY Louis F. Biase OWNER  
Name and Title

**Required Company Information:**  
Attach additional sheets if necessary:

- A. Name of Company: BIASE LANDSCAPING LLC
- B. Address of Business: PO BOX 267  
Telford, Pa 18969
- C. Name of CEO or Pres: LOUIS F. BIASE  
Print
- D. Business Phone: 215-783-6490
- E. Fax Phone: \_\_\_\_\_
- F. E-mail Address: LANDSCAPE76@COMCAST.NET
- G. Type of Business: LANDSCAPING, CONCRETE, BLACKTOP
- B. Date when company or proprietorship was formed: ~~2008~~ 1988
- C. Number of employees qualified to do this work: 5
- D. Description and of motorized equipment:  
3 ROCKWORTH TRACTORS, 1 SKID BODY, 1 SKID STEER, 4 TRAILERS, 5 ZERO TURN MOWERS  
8 WOOD CHIPPERS, 6 BACK HOE LOADERS, 2 48" WALK BEHINDS
- E. Previous similar work projects:  
ROCKLEDGE BOROUGH, UPRN DUBLIN TOWNSHIP  
KEESWICK VILLAGES
- F. List of References: SEE ATTACHED

- G. Describe any other qualities or assets which qualify you:  
I AM THE 3<sup>rd</sup> GENERATION OWNER, EXTENSIVE LICENSED KNOWLEDGE, VERY METICULOUS
- H. Insurance Company Name, amount, type and contact info:  
DONEJOL INS. 1,000,000.00 2,000,000.00 GENERAL AGENT  
GENERAL LIABILITY
- I. Name of Foreman assigned to this job: FRANK BIASE  
Mobile Phone # 215-350-0200 Emergency Phone # 215-789-8990

Abington Township  
E – Verify Compliance Notice

This contract is subject to the provisions of the Public Works Employment Verification Act, Act of Jul. 5, 2012, P.L. 1086, No. 127 (the “Act”). As a precondition of being awarded this contract, all bidders must provide the verification form required by section 4 subsection (c) of the Act, acknowledging the bidder’s responsibilities under and its compliance with section 3 of the Act. **Failure to comply with this requirement will result in rejection of the bid.** Prior to commencing work under this contract, all subcontractors shall provide the Owner with the verification form described in section 4 subsection (c) of the Act, acknowledging its responsibilities and its compliance with section 3 of the act.

See Public Works employment Verification Act attached.



Employment Eligibility Verification

Welcome  
BIASE LOUIS

User ID  
BLOU1299

Last Login  
02:53 PM - 06/30/2015 Log Out



Click any for help

- Home
- My Cases
- New Case
- View Cases
- Search Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Share Ideas
- Contact Us

### Company Information

<b>Company Name:</b>	BIASE LANDSCAPING, LLC	<a href="#">View / Edit</a>
<b>Company ID Number:</b>	890412	
<b>Doing Business As (DBA) Name:</b>		
<b>DUNS Number:</b>		
<b>Physical Location:</b>		
<b>Address 1:</b>	2328 WELDON AVENUE	<b>Mailing Address:</b>
<b>Address 2:</b>		<b>Address 1:</b>
<b>City:</b>	GLENSIDE	<b>Address 2:</b>
<b>State:</b>	PA	<b>City:</b>
<b>Zip Code:</b>	19038	<b>State:</b>
<b>County:</b>	MONTGOMERY	<b>Zip Code:</b>
<b>Additional Information:</b>		
<b>Employer Identification Number:</b>	262219141	
<b>Total Number of Employees:</b>	1 to 4	
<b>Parent Organization:</b>		
<b>Administrator:</b>		
<b>Organization Designation:</b>		
<b>Employer Category:</b>	None of these categories apply	

<b>NAICS Code:</b>	561 - ADMINISTRATIVE AND SUPPORT SERVICES	<a href="#">View / Edit</a>
<b>Total Hiring Sites:</b>	1	<a href="#">View / Edit</a>
<b>Total Points of Contact:</b>	2	<a href="#">View / Edit</a>


[View MOU](#)




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E-Verify Program Administrator Tutorial for Employers 30 of 30

## Knowledge Test Results



# Congratulations!



BIASE LOUIS (BLOU1299), your score is 85.71%

BIASE LOUIS, you successfully completed this tutorial and passed the E-Verify Knowledge Test on June 30, 2015.

Use your browser's print capability to obtain a copy of this page for your records.

To use E-Verify, select 'Exit Tutorial.'

## E-Verify

**REMINDER:** You must visit 'View Essential Resources' to read the E-Verify User Manual, and you must print and clearly display the 'Notice of E-Verify Participation' and 'Right to Work' posters in all languages supplied by DHS.

## SENSITIVE BUT UNCLASSIFIED

Department of Homeland Security  
E-Verify

Report Prepared: 06/30/2015  
Page: 1 of 1

Case Verification Number: 2015181144850JG

**Case Information:****Employee Information:**

Last Name:	biase	First Name:	louis
Middle Initial:	f	Other Names Used:	
Social Security Number:	*** ** 5715	Date of Birth:	02/27/1980
Citizenship Status:	A citizen of the United States	Email Address:	

**Document Information:**

List B Document:	Driver's license or ID card issued by a U.S. state or outlying possession	List C Document:	Social Security Card
Document Name:	Driver's license	Document State:	Pennsylvania
Driver's License or ID Card Number:		Document Expiration Date:	02/28/2016
Alien Number:		I-94 Number:	

**Additional Information:**

Hire Date:	07/01/2015	Employer Case ID:	
Three-Day Rule Reason:		Three-Day Rule - Other:	
Submitted By:	BLOU1299	Submitted On:	06/30/2015

**Initial Case Result:**

Case Result: Employment Authorized

**Employee Referred to SSA:**

Referred By: Referred On:

**Case Result from SSA (after SSA Tentative Nonconfirmation):**

Case Result: Response Date:

**Resubmitted to SSA (after Review and Update Employee Data):**

Last Name:	First Name:
Middle Initial:	Other Names Used:
Social Security Number:	Date of Birth:
Resubmitted By:	Resubmitted On:

**Case Result from SSA (after Resubmission):**

Case Result:

**Request Name Review:**

Comments:  
Submitted By: Submitted On:

**Case Result from DHS (after DHS Verification in Process):**

Case Result: Response Date:

**Employee Referred to DHS:**

Referred By: Referred On:

**Case Result from DHS (after DHS Tentative Nonconfirmation):**

Case Result: Response Date:

**Photo Matching Results:**

## SENSITIVE BUT UNCLASSIFIED

Department of Homeland Security  
E-Verify

Report Prepared: 06/30/2015

Page: 1 of 1

Case Verification Number: 2015181145056ZY

**Case Information:****Employee Information:**

Last Name:	biase	First Name:	louis
Middle Initial:	f	Other Names Used:	
Social Security Number:	*** ** 3746	Date of Birth:	08/28/1954
Citizenship Status:	A citizen of the United States	Email Address:	

**Document Information:**

List B Document:	Driver's license or ID card issued by a U.S. state or outlying possession	List C Document:	Social Security Card
Document Name:	Driver's license	Document State:	Pennsylvania
Driver's License or ID Card Number:		Document Expiration Date:	08/29/2018
Alien Number:		I-94 Number:	

**Additional Information:**

Hire Date:	07/01/2015	Employer Case ID:	
Three-Day Rule Reason:		Three-Day Rule - Other:	
Submitted By:	BLOU1299	Submitted On:	06/30/2015

**Initial Case Result:**

Case Result: Employment Authorized

**Employee Referred to SSA:**

Referred By: Referred On:

**Case Result from SSA (after SSA Tentative Nonconfirmation):**

Case Result: Response Date:

**Resubmitted to SSA (after Review and Update Employee Data):**

Last Name:	First Name:
Middle Initial:	Other Names Used:
Social Security Number:	Date of Birth:
Resubmitted By:	Resubmitted On:

**Case Result from SSA (after Resubmission):**

Case Result:

**Request Name Review:**

Comments:	
Submitted By:	Submitted On:

**Case Result from DHS (after DHS Verification in Process):**

Case Result: Response Date:

**Employee Referred to DHS:**

Referred By: Referred On:

**Case Result from DHS (after DHS Tentative Nonconfirmation):**

Case Result: Response Date:

**Photo Matching Results:**

# MEMO

**Louis F. Biase**  
*Landscape Contractor*  
102 ROSEWOOD DRIVE  
TELFORD, PA 18969

GRADING  
SODDING  
SEEDING  
PLANTING

Phone: 215-721-7678  
Fax: 215-721-7678  
www.biaselandscaping.com



**Abington Township**  
1176 York Rd  
Abington, PA 19001

**Commercial & Residential**  
**EP Henry Hardscaping**  
**Concrete Patios Sidewalks**

June 25, 2015

References:			Completed
Abington Township 1176 Old York Road Abington, PA 19001	\$98,000.00	Contact – Matthew Lahaza 267-536-1002	2013
Abington Township Parks & Recreation 515 Meeting House Road Jenkintown, PA 19046	\$55,700.00	Contact – Doug Wendell 215-576-5213	2011-2013
Abington High School 900 Highland Avenue Abington, PA 19001	\$36,000.00	Contact- Steve Sails 215-884-4700	2009
Springfield Township 1510 Paper Mill Road Wyndmoor, PA 19038	\$22,000.00	Contact – Charles Carabba 215-836-7600	2008
Lower Gwynedd Township 1130 N. Bethlehem Pike Springhouse, PA 19477	\$106,000.00	Contact - Larry Comunale 215-646-5302	2005
APH Associates 19 Bala Avenue Suite 300 Bala Cynwyd, PA 19004	\$45,000.00	Contact - Steve Mushanp 610-668-2142	2008
Lansdale Borough One Vine St. Lansdale, PA 19446	\$27,000.00	Contact – Linda Rufe 215-361-8311	2010
Doylestown Township 425 Wells Rd. Doylestown, PA 18901	\$90,000.00	Contact – Richard John 215-348-9915	2011-2013
Bucks County Library	\$11,200.00	Contact- Joe Thompson 215-348-0332	2010

BID PROPOSAL LOG

Bid Item Landscape

Final Receipt Date and Time July 7 12:00 PM

<u>Date Received</u>	<u>Time</u>	<u>Bidder's Name</u>	<u>Received By</u>
<u>7/6/15</u>	<u>2:25</u>	<u>Biase Landscaping</u>	<u>SR</u>

Issuing Department \_\_\_\_\_

7





John Spiegelman, Director  
Tom Bowman, Asst. Director  
Lori Schreiber  
Drew Rothman  
Stephen Kalinoski

ABINGTON TOWNSHIP  
BOARD OF COMMISSIONERS

(4) PUBLIC AFFAIRS

PA1. Ordinance No. 2133 - Amendment to the Human Relations Commission Ordinance

Motion to adopt Ordinance No. 2133 amending the Township Human Relations Ordinance by expanding the membership of the Commission from five (5) to seven (7) members.

PA2. Ordinance No. 2135 - To Amend Chapter 137, Section 137-4 (Snow and Ice Removal)

Motion to advertise Ordinance No. 2135 amending Chapter 137-4 of the Township Code (snow and ice, violations and penalties) increasing the fine per violation up to a maximum of \$1,000 per offense.

PA3. Agreement of Sale - Old York Road/Susquehanna Road Project

Motion to approve the Agreement of Sale form and to authorize Township officials to make the property owners at 1100, 1102, 1104, 1106 Old York Road, and 1907 Susquehanna Road as part of the Old York Road/Susquehanna Road project.

PA4. Economic Development Business District Landscape Maintenance Bid

Motion authorizing the proper Township officials to contract with Louis F. Biase, Landscape Contractor, for the 2017 service year in an amount not to exceed \$75,000 for the Business District Landscape Maintenance Contract. Funds will be drawn from Economic Development Capital accounts reserved for this purpose.

Board of Commissioners

BOARD ACTION REQUEST

January 12, 2017

**PA4**  
Agenda Item Number

AGENDA ITEM

DEPARTMENT  
Administration *JW*

TOWNSHIP MANAGER

**Economic Development  
Business District Landscape  
Maintenance Bid**

---

**PREVIOUS ACTIONS:**

- The 2017 capital budget provides funding for continuation of the economic revitalization program maintenance as approved by the Board of Commissioners.
- The bid was duly advertised as a potential three-year bid depending on budget and satisfactory performance. Staff recommends continuance for year 2017.

---

**RECOMMENDED BOARD ACTION:**

- Motion authorizing the proper township official to contract with Louis F. Biase, Landscape Contractor, for the 2017 service year in an amount not to exceed \$ 75,000 for the Business District Landscape Maintenance Contract. Funds will be drawn from economic development capital accounts reserved for this purpose.
-

# MEMORANDUM

**Louis F. Biase**  
*Landscape Contractor*  
102 ROSEWOOD DRIVE  
TELFORD, PA 18969

Phone: 215-721-7678  
Fax: 215-721-7678  
www.biase Landscaping.com

Abington Township  
1176 Old York Rd.  
Abington , Pa 19001



GRADING  
SODDING  
SEEDING  
PLANTING

Commercial & Residential  
Fence Installation  
Concrete Patios Sidewalks

December 17, 2017

---

*RE: Business District*  
Landscape Bid For 2018

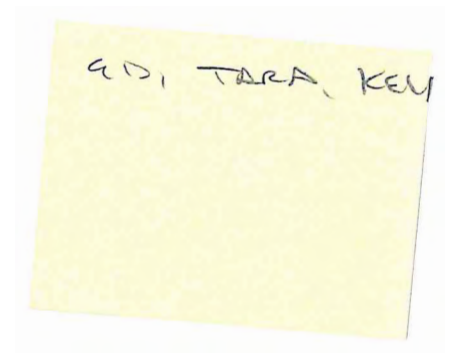
Dear: Marie Wyrsta

The purpose of this memo is to inform you and the Board of Commissioners of Abington Township  
That I am pleased to continue work for 2018 , with no additional increases for the Business District Maintenance Program for the year 2018. Thank you for your Kindness Consideration towards this matter.

Respectfully,

  
Louis F. Biase

DEC 19 13:02



**January 11, 2018**

**Terry:**

**I understand the attached is something that is done yearly regarding Lou Biase's contract.**

**I have attached all that is needed for the Manager to see and approve including a copy of the contract to be placed as an Agenda item for February Committees.**

**Please let me know if I can proceed and I will handle accordingly.**

**Thank You.**

**Maria**

MEMORANDUM

Louis F. Biase  
Landscape Contractor  
102 ROSEWOOD DRIVE  
TELFORD, PA 18969

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PLANTING

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Abington Township  
1176 Old York Rd.  
Abington, Pa 19001

Commercial & Residential  
Fence Installation  
Concrete Patios Sidewalks

December 19, 2017

---

RE: Business District

Contract Amount \$75,000.00

Check #	39343	2-8-17	\$540.00
	40347	3-31-17	\$1,350.00
	40794	4-28-17	\$7,370.00
	40884	5-02-17	500.00
	41334	5-25-17	\$1,550.00
	41563	6-08-17	\$2,950.00
	42397	7-20-17	\$3,750.00
	43054	8-22-17	\$3,150.00
	43388	9-07-17	\$15,949.00
	44455	11-02-17	\$4,000.00
	44607	11-09-17	\$21,806.63

Invoice Dated 12-04-17 \$8,770.00

Work Completed \$71,685.63

Balance \$3,314.37

**Board of Commissioners**

**Public Affairs Committee**

**BOARD ACTION REQUEST**

February 4, 2015

Agenda Item Number

**AGENDA ITEM**

DEPARTMENT

Administration

TOWNSHIP MANAGER

**Economic Development  
Business District Landscape  
Maintenance Bid**

---

**PREVIOUS ACTIONS:**

- The 2015 capital budget provides funding for continuation of the economic revitalization program maintenance as approved by the Board of Commissioners.
- The bid was duly advertised in 2013 as a potential three-year bid depending on budget and satisfactory performance. Staff recommends continuance for year three.

---

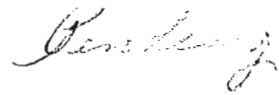
**RECOMMENDED BOARD ACTION:**

- Motion authorizing the proper township official to contract with Louis F. Biase, Landscape Contractor, for the 2015 service year in an amount not to exceed \$ 75,000 for the Business District Landscape Maintenance Contract. Funds will be drawn from economic development capital accounts reserved for this purpose.

---

**COMMENTS:**

- The primary bid relates to landscape maintenance in all business district planning areas with respect to tree pit care, flower bed restoration, weed control in paver areas, and the like.
- In addition, the bid provides for work as necessary or directed for brick and concrete repair, tree root damage repairs, and unforeseen work which may be necessary to properly maintain the public areas.
- Biase has agreed to a zero percent increase over last year's pricing.



**Board of Commissioners**

**BOARD ACTION REQUEST**

January 14, 2016

Agenda Item Number

**AGENDA ITEM**

DEPARTMENT

Administration

TOWNSHIP MANAGER

**Economic Development  
Business District Landscape  
Maintenance Bid**

---

**PREVIOUS ACTIONS:**

- The 2016 capital budget provides funding for continuation of the economic revitalization program maintenance as approved by the Board of Commissioners.
- The bid was duly advertised as a potential three-year bid depending on budget and satisfactory performance. Staff recommends continuance for year 2016.

---

**RECOMMENDED BOARD ACTION:**

- Motion authorizing the proper township official to contract with Louis F. Biase, Landscape Contractor, for the 2016 service year in an amount not to exceed \$ 75,000 for the Business District Landscape Maintenance Contract. Funds will be drawn from economic development capital accounts reserved for this purpose.

---

**COMMENTS:**

- The primary bid relates to landscape maintenance in all business district planning areas with respect to tree pit care, flower bed restoration, weed control in paver areas, and the like.
- In addition, the bid provides for work as necessary or directed for brick and concrete repair, tree root damage repairs, and unforeseen work which may be necessary to properly maintain the public areas.
- Biase has agreed to a zero percent increase over last year's pricing.



**Board of Commissioners**

**BOARD ACTION REQUEST**

January 12, 2017

Agenda Item Number

**AGENDA ITEM**

DEPARTMENT

Administration

TOWNSHIP MANAGER

**Economic Development  
Business District Landscape  
Maintenance Bid**

---

**PREVIOUS ACTIONS:**

- The 2017 capital budget provides funding for continuation of the economic revitalization program maintenance as approved by the Board of Commissioners.
- The bid was duly advertised as a potential three-year bid depending on budget and satisfactory performance. Staff recommends continuance for year 2017.

---

**RECOMMENDED BOARD ACTION:**

- Motion authorizing the proper township official to contract with Louis F. Biase, Landscape Contractor, for the 2017 service year in an amount not to exceed \$ 75,000 for the Business District Landscape Maintenance Contract. Funds will be drawn from economic development capital accounts reserved for this purpose.

---

**COMMENTS:**

- The primary bid relates to landscape maintenance in all business district planning areas with respect to tree pit care, flower bed restoration, weed control in paver areas, and the like.
- In addition, the bid provides for work as necessary or directed for brick and concrete repair, tree root damage repairs, and unforeseen work which may be necessary to properly maintain the public areas.
- Biase has agreed to a zero percent increase over last year's pricing.



**FINANCE COMMITTEE**

---

**AGENDA ITEM**

MARCH 20, 2018

*DATE*

Finance

*DEPARTMENT*

FC-02-032018

*AGENDA ITEM NUMBER*

**FISCAL IMPACT**

Cost > \$10,000.

Yes

No

**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes

No

---

**AGENDA ITEM:**

Expenditures/Salaries and Wages

---

**EXECUTIVE SUMMARY:**

---

**PREVIOUS BOARD ACTIONS:**

---

**RECOMMENDED BOARD ACTION:**

Approve the February expenditures in the amount of \$1,316,363.24 and salaries and wages in the amount of \$1,934,566.13, and authorizing the proper officials to sign vouchers in payment of bills and contracts as they mature through the month of May 2018.



**FINANCE COMMITTEE**

---

**AGENDA ITEM**

APRIL 12, 2018

---

*DATE*

Finance

---

*DEPARTMENT*

FC-07-041218

---

*AGENDA ITEM NUMBER*

**FISCAL IMPACT**

Cost > \$10,000.

Yes

No

**PUBLIC BID REQUIRED**

Cost > \$19,700.

Yes

No

---

**AGENDA ITEM:**

Resolution 18-021

---

**EXECUTIVE SUMMARY:**

---

---

**PREVIOUS BOARD ACTIONS:**

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**RECOMMENDED BOARD ACTION:**

Motion to adopt Resolution No. 18-021 designating the Treasurer as Tax Collector of business taxes and to set compensation and approve the agreement between the Township of Abington and Jay W. Blumenthal.

**ABINGTON TOWNSHIP  
RESOLUTION NO. 2018-021**

**A RESOLUTION OF ABINGTON TOWNSHIP,  
COUNTY OF MONTGOMERY, COMMONWEALTH OF PENNSYLVANIA,  
TO DESIGNATE THE TREASURER AS TAX COLLECTOR OF BUSINESS TAXES  
AND TO SET COMPENSATION**

**WHEREAS**, Jay W. Blumenthal is the duly elected Tax Collector and appointed Treasurer for the Township of Abington; and

**WHEREAS**, Act No. 511 of the 1965 General Assembly of the Commonwealth of Pennsylvania, enacted December 31, 1965, and effective January 1, 1966, known as the “Local Tax Enabling Act” (“Act 511”), authorizes certain political subdivisions, including the Township of Abington, to levy, assess and collect a mercantile or business privilege tax on gross receipts or part thereof, and a local services tax, generally referred to as “Business Taxes;” and

**WHEREAS**, Section 10 of said Act 511, specifies that any political subdivision may provide for the creation of such bureaus or the appointment and compensation of such officers, clerks, collectors and other assistants and employees as may be deemed necessary for the assessment and collection of taxes imposed by authority of that Act; and

**WHEREAS**, by Ordinance No. 1266, the Township of Abington enacted a Mercantile License Tax pursuant to Act 511; and

**WHEREAS**, by Ordinance No. 1622, the Township of Abington enacted a Business Privilege Tax pursuant to Act 511, as amended; and

**WHEREAS**, by Ordinance No. 1954, the Township of Abington enacted a Local Services Tax pursuant to Act 511, as amended; and

**WHEREAS**, the Board of Commissioners of the Township of Abington desires to designate the Tax Collector as the collector of Business Taxes and to provide for the compensation of the Tax Collector for his duties as the collector of Business Taxes.

**NOW, THEREFORE**, the Board of Commissioners of the Township of Abington does hereby RESOLVE as follows:

1. The duly elected Township Tax Collector, Jay W. Blumenthal, is hereby appointed the collector of the Business Taxes of the Township of Abington, retroactively to January 1, 2018.
2. The President and Secretary of the Board of Commissioners are hereby authorized and directed to execute an Agreement with the Tax Collector memorializing said appointment and setting the Tax Collector's compensation for calendar year 2018 for collection of Business Taxes.
3. All resolutions or parts of resolutions that are inconsistent with this Resolution shall be and hereby are repealed to the extent of such inconsistency.
4. This Resolution shall be effective as of the date of adoption.

**RESOLVED** and **ADOPTED** at its public meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

ABINGTON TOWNSHIP

\_\_\_\_\_  
Richard J. Manfredi  
Township Secretary

\_\_\_\_\_  
Wayne C. Luker, President  
Board of Commissioners

## AGREEMENT

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_ by and between Jay W. Blumenthal and the Township of Abington.

### I. Background

1. Jay W. Blumenthal ("Mr. Blumenthal") is an adult individual residing at 286 Forrest Avenue, Elkins Park, Pennsylvania 19027.
2. Mr. Blumenthal is the duly elected tax collector and appointed treasurer for the Township of Abington (the "Township"), and maintains a place of business in connection with that elective and appointed office at the Township of Abington Municipal Building, located at 1176 Old York Road, Abington, Pennsylvania 19001.
3. Mr. Blumenthal's current term of office expires December 31, 2021.
4. Act No. 511 of the 1965 General Assembly of the Commonwealth of Pennsylvania, enacted December 31, 1965, and effective January 1, 1966, known as the "Local Tax Enabling Act" ("LTEA"), authorizes certain political subdivision, including Abington, to levy, assess and collect a mercantile or business privilege tax on gross receipts or part thereof and Local Services Tax, generally referred to as "Business Taxes."
5. Section 10 of said Act of 1965, specifies that any political subdivision may provide for the creation of such bureaus or the appointment and compensation of such officers, clerks, collectors and other assistants and employees as may be deemed necessary for the assessment and collection of taxes imposed under the authority of that Act.

### II. Agreement

6. Abington does hereby designate and employ Mr. Blumenthal as the exclusive collector of "Business Taxes" levied by Abington for a four (4) year term ending December 31, 2021.
7. This agreement shall be effective January 1, 2018.
8. Duties of Business Tax Collector
  - a. to collect, administer, receive and enforce the provisions of Abington's Mercantile Tax, Business Privilege Tax, and Local Services Tax enactment, the LTEA, and any subsequent laws relative to same;

- b. to collect and receive the taxes, fines, interest, and penalties levied and imposed by Abington's tax enactment and maintain a record showing the amount received from each taxpayer paying same and the date of such collection and receipt;
- c. to promptly deposit all sums collected into the Abington Township banking institution designated by the Board of Commissioners;
- d. to utilize computer software system provided by Abington Township for recording all amounts, taxes, interest, penalties and fines collected under this Agreement.

9. Duties of the Township

- a. The Township will provide a bond with corporate surety in an amount of \$1,000,000.00 to cover collection of Act 511, sewer rents and refuse fees.
- b. The Township will provide expenses for the collection of Act 511 taxes, for all materials including, but not limited to, forms, postage, computer software and hardware, legal and audit expenses, as annually delineated in the Township's budget appropriation.
- c. Compensation
  - 1) Effective with revenues booked on the Township's general ledger pertaining to the budget year of 2018, the Township agrees to compensate Mr. Blumenthal for services in an amount equal to two and one-half percent (2.5%) of the Business & Mercantile Tax revenue and two percent (2.0%) on Local Service Tax revenue collected, less refunds and/or returned checks, which shall be known as "commission." The commission rate shall be in effect until December 31, 2018.
  - 2) Effective with revenues booked on the Township's general ledger pertaining to the budget year of 2019, the Township agrees to compensate Mr. Blumenthal for services in an amount equal to two and one-half percent (2.5%) up to the first \$3,000,000.00 collected of the Business & Mercantile Tax revenue and thereafter, three percent (3.0%) on anything over \$3,000,000.00 collected of the Business & Mercantile Tax revenue and two percent (2.0%) on Local Service Tax revenue collected, less refunds and/or returned checks, which shall be known as "commission." The commission rate shall be in effect until December 31, 2021.
  - 3) Mr. Blumenthal will provide a monthly report showing all sums

deposited for prior month less any refunds and/or returned checks for monthly commission payment.

10. Breach of Contract

- a. If a party breaches any material term of this Agreement and fails to remedy the breach within sixty (60) days of receipt of written notice from the non-breaching party, the non-breaching party may terminate this Agreement for cause.

AND, now, intending to be legally bound, hereby, the parties hereto have hereunto set their hands and seals the day and year first above set forth.

Attest:

\_\_\_\_\_

\_\_\_\_\_

Jay W. Blumenthal

TOWNSHIP OF ABINGTON

Attest:

\_\_\_\_\_

By: \_\_\_\_\_

Richard J. Manfredi, Secretary

Wayne C. Luker, President  
Board of Commissioners